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SPECIFICATIONS FOR CONTRACT

FOR

EXTERIOR ARCHITECTURAL RESTORATION WORK

EDWARD EVERETT HALE HOUSE

12 MORLEY STREET

KITTREDGE SQUARE PROJECT NO. MASS. R-167

CITY OF BOSTON, MASSACHUSETTS

---

HON. RAYMOND L. FLYNN, MAYOR

---

BOSTON REDEVELOPMENT AUTHORITY

CITY HALL

BOSTON, MASSACHUSETTS

ROBERT L. FARRELL

CHAIRMAN

JOSEPH J. WALSH

VICE CHAIRMAN

JAMES K. FLAHERTY

TREASURER

CLARENCE J. JONES

ASSISTANT TREASURER

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STEPHEN F. COYLE -

DIRECTOR

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DIRECTOR OF ENGINEERING

ROBERT B. MCGILVRAY -

CHIEF OF REHABILITATION

SEPTEMBER 1984

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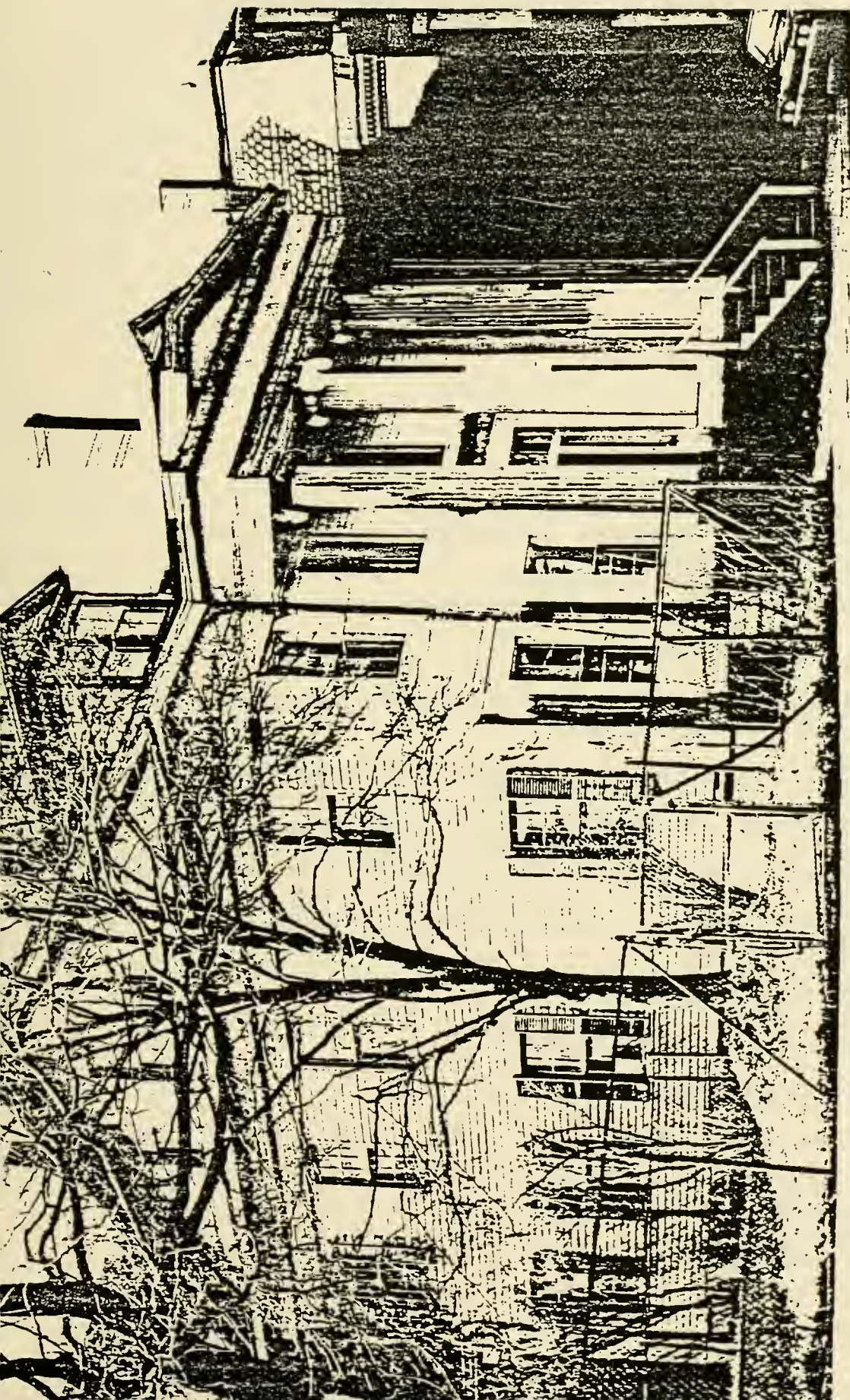
BOSTON, MASSACHUSETTS

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ROBERT B. MCGILVRAY	-	CHIEF OF REHABILITATION

SEPTEMBER 1984





EDWARD EVERETT HALE HOUSE

12 MORLEY STREET



CONTRACT DOCUMENTS FOR  
EXTERIOR ARCHITECTURAL RESTORATION WORK  
12 MORELY STREET

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## INVITATION FOR BIDS

The Boston Redevelopment Authority will receive sealed bids for Exterior Architectural Restoration Work, Kittredge Square Project, until 12:00 noon, Boston time, on October 5, 1984, at One City Hall Square, 9th Floor, Room 910, Boston, Massachusetts, Attention: Rehabilitation Department, at which time and place all bids will be publicly opened and read aloud.

Proposed forms of Contract Documents, and Technical Specifications are on file at the office of the Boston Redevelopment Authority, Room 910, 9th floor, One City Hall Square, Boston, Massachusetts.

Copies of the Contract Documents may be obtained at said offices, at no charge.

Bids shall be accompanied by a bid deposit in the form of a BID BOND or CASH, or a CERTIFIED CHECK, or a TREASURER'S CHECK issued by a responsible bank or trust company, payable to the Boston Redevelopment Authority. A Bid Bond shall be: (a) in a form satisfactory to the Awarding Authority; (b) with a surety company qualified to do business in the Commonwealth and satisfactory to the Awarding Authority; and (c) conditioned upon the faithful performance by the principle of the agreements contained in the sub-bid or general bid. Bid deposit shall be in the amount equal to at least five (5%) percent of the contract price.

A Performance Bond and also as Labor and Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Authority, and each in the sum of 100 percent of the contract price will be required of the successful bidder.

Attention is called to the Authority's requirements regarding Workmen's Compensation, and non-discrimination.

The above requirements are included in the Bid Specifications. A Pre-Bid Conference to discuss them will be held with the Boston Redevelopment Authority's Acting Director of Contract Compliance, George Winston, on Thursday, September 27, 1984, in Room 957 at 10:00 A.M.

The Authority reserves the right to reject any or all bids or to waive any informalities in bidding, if it be in the public interest to do so.

Bids may be held by the Boston Redevelopment Authority for a period not to exceed thirty (30) days from the date of the opening of the bids, for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding the contract

BOSTON REDEVELOPMENT AUTHORITY

BY: KANE SIMONIAN, SECRETARY

## INSTRUCTIONS TO BIDDERS

### 1.0 USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms. These are for the convenience of Bidders and are not to be detached from the Contract Documents or filled out, or executed. Separate copies of Bid forms are furnished for that purpose.

### 2.0 INTERPRETATIONS OR ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Boston Redevelopment Authority, hereinafter called the "Authority". Any inquiry received seven or more days prior to the date fixed for the openings of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued will be on file in the Office of the Authority at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

### 3.0 INSPECTION OF SITE

Each Bidder should visit the sites of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should inform himself as to the facilities involved, the difficulties and the restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Authority will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof. Questions regarding access to the site or the contract specifications should be directed to the Boston Redevelopment Authority Chief of Rehabilitation, Mr. Robert McGilvray.

### 4.0 ALTERNATIVE BIDS

Alternative Bids will not be considered.

### 5.0 BIDS

5.1 All Bids must be submitted on forms supplied by the Authority and shall be subject to all requirements of the Contract Documents, including the Drawings, and these ~~INSTRUCTION~~ INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

5.2 Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words \_\_\_\_\_ the project number, name of Bidder, and date and time of opening so as to guard against premature opening of any Bid.

5.3 The Authority may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

5.4 If the Contract is awarded, it will be awarded by the Authority to the lowest responsible and eligible bidder. The Contract will require the completion of work according to the Contract Documents and Drawings together with all addenda thereto.

## 6.0 BID GUARANTY

6.1 The Bid shall be accompanied by "CASH or a CERTIFIED CHECK" on or a "TREASURER'S" or "CASHIER'S CHECK" issued by a responsible bank or trust company, payable to the Boston Redevelopment Authority. The amount of such cash or check shall be at least five percent (5%) of the proposal for \_\_\_\_\_. The bid guaranty shall insure the execution of the Contract and the furnishing of the Surety Bonds by the successful Bidder, all as required by the Contract Documents.

6.2 Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

6.3 Bid deposits, except those of the three lowest responsible and eligible bidders, shall be returned within five days, Sundays and Holidays excluded, after the opening of proposals.

## 7.0 COLLUSIVE AGREEMENTS

7.1 Each Bidder submitting to the Authority a Bid for any portion of the work contemplated by the bidding documents shall execute an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted. Such affidavit shall be attached to the Bid.

7.2 Failure on the part of any Bidder to observe this provision shall be cause for rejection of his Bid.

7.3 Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS UNDER GENERAL CONDITIONS, Part I.



## 8.0 STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose a copy of which is included in the Contract Documents, a statement of the Bidder's Qualifications, his experience record in constructing the type of improvements embraced in \_\_\_\_\_ and his organization and equipment available for the work contemplated; and when specifically requested by the Authority, a detailed financial statement. The Authority shall have right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Authority all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Authority that the Bidder is qualified to carry out properly the terms of the Contract.

## 9.0 CORRECTIONS

Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder.

## 10.0 TIME FOR RECEIVING BIDS

10.0 Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed and it is shown to the satisfaction of the Boston Redevelopment Authority that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

10.2 Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

## 11.0 OPENING OF BIDS

At the time and place fixed for opening of Bids, the Authority will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## 12.0 WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and post-marked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

### 13.0 AWARD OF CONTRACT: REJECTION OF BIDS

- 13.1 The Contract will be awarded to the lowest responsible and eligible Bidder complying with the conditions of the Invitations for Bids, provided such Bidder possesses the skill, ability and integrity necessary to the faithful performance of the work and it is to the interest of the Authority to accept it and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The Authority, however, reserves the right to reject any and all bids and waive any informality in bids received whenever such rejection or waiver is in its interest.
- 13.2 The Authority may reject all bids, which in its opinion, contains any abnormally high or abnormally low bids.
- 13.3 The Authority reserves the right to consider as unqualified to perform the Contract any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Site Preparation Contract.
- 13.4 The ability of any Bidder to obtain a performance will not be regarded as the sole test of such Bidder's competency or responsibility.
- 13.5 The Authority will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable local or State laws.

### 14.0 EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

- 14.1 Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Authority an Agreement in the form included in the Contract Documents in such number of copies as the Authority may require.
- 14.2 Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified in the Paragraph 14.1 above, furnish a Performance Bond and also a Labor and Materials or Payment Bond, each in the sum of one hundred percent (100%) of the contract price, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such Bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to the date of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such Bonds. These Bonds shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

14.3 The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within 10 days after the prescribed forms are presented for signature, or within such extended period as the Authority may grant, based upon reasons determined sufficient by the Authority, shall constitute a default, and the Authority may either award the Contract to the next lowest responsible Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed irrespective of whether the amount thus due exceeds the amount of the Bid bond. If a more favorable Bid is received by readvertising the defaulting Bidder shall have no claim against the Authority for a refund.

#### 15.0 WAGES AND SALARIES

15.1 Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II.

15.2 The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minima to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

#### 16.0 EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

#### 17.0 REQUIREMENTS FOR FOREIGN CORPORATIONS

The Attention of all Bidders is called to the provisions of the General Laws, Chapter 30, Section 39L, as amended by Chapter 3 of the Acts of 1967, which provides that awarding authority may not enter into a contract for construction work and may not approve as a sub-contractor furnishing labor and materials for a part of any such work a foreign corporation which has not filed within the awarding authority a certificate of the State Secretary of the Commonwealth of Massachusetts stating that such corporation has complied with Section 3 and 5 of Chapter 131 and the date of such compliance. The term "foreign corporation" means a corporation not incorporated under the laws of the Commonwealth of Massachusetts.

BID FOR CONTRACT FOR EXTERIOR ARCHITECTURAL RESTORATION WORK

EDWARD EVERETT HALE HOUSE  
12 MORLEY STREET

KITTREDGE SQUARE URBAN RENEWAL AREA  
PROJECT NO. MASS. R-167

GENERAL CONTRACTOR

TO THE BOSTON REDEVELOPMENT AUTHORITY

- 1.0 The undersigned having familiarize \_\_\_\_\_ with the existing conditions on the Project Area affecting the cost of the work and with the Contract Documents (which include Invitation for Bids, Instruction to Bidders, the form of Bid, the form of the Bid Bond, form of Contract (or Agreement), form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Part I & II, Special Conditions, Technical Specifications, and form of Surety Bond or Bonds on file in the office of the Boston Redevelopment Authority, hereby proposes to furnish all supervision; technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation service required to construct and complete this Contract for Exterior Architectural Restoration Work, 12 Morley Street, all in accordance with above-listed documents, and including all addenda thereto numbered \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_.
- 2.0 The undersigned agrees that he will, within ten (10) days after presentation thereof by the Authority, execute the Contract and furnish a Performance Bond and also a Labor and Materials or Payment Bond, each of a surety company listed in the latest issue of the U.S. Treasury Circular 570; and the penal sum shall be within the maximum specified for each such company in said Circular 570, each in the sum of one hundred percent (100%) of the contract price. The premiums for which are to be paid by the Contractor and are included in the Contract price.
- 3.0 The proposed Contract sum is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Contractor shall make his own estimate of quantities and scope of work required. The Contractor shall submit a cost breakdown as specified in Section 107.2.
- 4.0 Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid or the submitting of Bids for the contract for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.
- 6.0 In submitting this Bid, the Bidder understands that the right is reserved by the Authority to reject any and all Bids.



( THIS PAGE IS BLANK )



7.0 The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

Date \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

Official Address

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners and if an individual, give residential address if different from business address.

## CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Date \_\_\_\_\_, 19\_\_\_\_. \_\_\_\_\_  
(Name of Bidder)

Official Address (including ZIP code): By \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_

# NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of.....)  
 )ss.  
 County of.....)

\_\_\_\_\_, being first duly sworn deposes and says that:

1.0 He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid:

2.0 He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3.0 Such Bid is genuine and is not a collusive or sham Bid;

4.0 Neither the said Bidder nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement of collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Boston Redevelopment Authority or any person interested in the proposed Contract; and

5.0 The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me

this            day of            , 19

---

Title

My commission expires:

# NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of.....)  
 )ss.  
 County of.....)

\_\_\_\_\_, being first duly sworn deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, herein referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the \_\_\_\_\_ Project in \_\_\_\_\_.

(City or County and State)

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Authority or any person interested in the proposed Contract; and



(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 19

\_\_\_\_\_

My commission expires:

\_\_\_\_\_

STATEMENT OF BIDDERS QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1.0 Name of Bidder.
- 2.0 Permanent main office address.
  - 2.a Treasury Number (Employer's Identification Number).
- 3.0 When organized.
- 4.0 If a corporation, where incorporated.
- 5.0 How many years have you been engaged in the contracting business under your present firm or trade name?
  - 5.a Names and home addresses of the principal officers and their Social Security Numbers.
- 6.0 Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion. Underline those which are similar in magnitude, type of work and complexity covered by this project). (Name and address of client and name of person supervising for client).
- 7.0 General character of work performed by your company.
- 8.0 Have you ever failed to complete any work awarded to you? If so, where and why?
- 9.0 Have you ever defaulted on a contract? If so, where and why?
- 10.0 List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed. Underline those which involve magnitude, type of work and complexity similar to this project.
- 11.0 List your major equipment available for this contract.
- 12.0 Experience in construction work similar in importance, in the type of work and complexity covered by this project.

- 13.0 Background and experience of the principal members of your organization including the officers.
- 14.0 Credit available: \$\_\_\_\_\_
- 15.0 Give bank reference. (Include Address)
- 16.0 Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Boston Redevelopment Authority?
- 17.0 The Undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Boston Redevelopment Authority in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn, deposes and

says the he is \_\_\_\_\_ of \_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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AGREEMENT FOR CONTRACT FOR ARCHITECTURAL RESTORATION WORK

EDWARD EVERETT HALE HOUSE

12 MORLEY STREET

KITTREDGE SQUARE URBAN RENEWAL AREA

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ a partnership consisting of \_\_\_\_\_ an individual trading as \_\_\_\_\_ hereinafter called "Contractor" and the Boston Redevelopment Authority, hereinafter called "Authority".

WITNESSETH, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1.0 Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the Contract for Exterior Architectural Restoration Work, 12 Morley Street, Kittredge Square Project, in an efficient and workmanlike manner, to the degree of completeness required, in accordance with the Specifications in the \_\_\_\_\_ all in strict accordance with the Contract Documents for the Contract for Exterior Architectural Restoration Work, including all addenda thereto numbered \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ and \_\_\_\_\_.

ARTICLE 2.0 The Contract Price. The Boston Redevelopment Authority will pay the Contractor for Performance of the Contract in current funds, subject to additions and deductions as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS, PART 1, THE SUM OF \_\_\_\_\_ dollars. (\$\_\_\_\_\_)

ARTICLE 3.0 Contract Documents. The executed Contract Documents shall consist of the following component parts:

- |                             |                                     |
|-----------------------------|-------------------------------------|
| 3.1 This Agreement          | 3.6 General Conditions, Part I & II |
| 3.2 Addenda                 | 3.7 Special Conditions              |
| 3.3 Invitation for Bids     | 3.8 Technical Specifications        |
| 3.4 Instructions to Bidders |                                     |
| 3.5 Signed copy of Bid      |                                     |

THIS AGREEMENT, together with other documents enumerated in this Article 3.0, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3.0 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in THREE original copies on the day and year first above written.

Attest:

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

\_\_\_\_\_  
General Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

(Print or type the names under  
neath all Signatures)

Certification

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as  
Contractor herein; that \_\_\_\_\_ who signed this  
Agreement on behalf of the Contractor, was then \_\_\_\_\_ of Said  
corporation; that said Agreement was duly signed for an in behalf of said  
corporation by authority of its governing body, and is within the scope of its  
corporate powers.

Corporate  
Seal

\_\_\_\_\_  
\_\_\_\_\_



BOSTON REDEVELOPMENT AUTHORITY  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_

An individual, a partnership, a corporation organized under the laws of the

\_\_\_\_\_ of \_\_\_\_\_

having a usual place of business at \_\_\_\_\_

as Principal, and \_\_\_\_\_

a corporation organized under the laws of the \_\_\_\_\_

of \_\_\_\_\_ which company is authorized to transact

the business of suretyship in the Commonwealth of Massachusetts and has a usual place of business in Boston, Massachusetts as Surety, are holden and stand firmly bound and obligated unto the Boston Redevelopment Authority,

as Obligee, in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, the said Principal has by means of a written proposal, accepted by the Boston Redevelopment Authority on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, entered into a contract with the said Obligee, a copy of which agreement is attached hereto and by reference made apart hereof;

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said Principal shall well and truly keep and perform all the agreements, terms and conditions of said contract on his part to be kept and performed or furnished, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of, or addition to the terms of the contract or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to  
this bond this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ Name of Surety  
(SEAL)

Power of Attorney for person signing for the Surety Company must be attached

CERTIFICATE AS TO CORPORATE PRINCIPAL

(PERFORMANCE BOND)

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as  
Principal in the within Bond; that \_\_\_\_\_  
who signed the said Bond on behalf of the Principal was then \_\_\_\_\_  
\_\_\_\_\_ of said corporation; that I know his signature and his signature  
is genuine; and that said Bond was duly signed, sealed and attested for and  
in behalf of said corporation by authority of its governing body.

CORPORATE

\_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ SEAL

BOSTON REDEVELOPMENT AUTHORITY

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
an individual, a partnership, a corporation organized under the laws of the  
\_\_\_\_\_ of \_\_\_\_\_  
having a usual place of business at \_\_\_\_\_  
as Principal, and \_\_\_\_\_ a  
corporation organized under the laws of the \_\_\_\_\_  
of \_\_\_\_\_ which company is authorized to transact the  
business of suretyship in the Commonwealth of Massachusetts and has a usual  
place of business in Boston, Massachusetts, as Surety, are holden and stand  
firmly bond and obligated unto the Boston Redevelopment Authority as Obligee,  
in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of the United States of America, for payment  
of which, well and truly to be made, we hereby, jointly and severally, bind  
ourselves and each of us our heirs, executors, administrators, successors and  
assigns by these presents.

WHEREAS, the said Principal has by means of a written proposal,  
accepted by the Boston Redevelopment Authority on the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, entered into a contract with the said Obligee, a copy  
of which agreement is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of this obligation is such that if  
the said Principal shall well and truly pay for all labor and materials used or  
employed in such work, and for all appliance and equipment employed in such  
work, this obligation shall be void; otherwise, it shall remain in full force  
and effect.

And the said surety, for value received hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such extension of time, alteration of or addition to the terms of the Contract or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to  
this bond this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

WITNESS:

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_ By \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Name of Surety

\_\_\_\_\_ By \_\_\_\_\_  
(SEAL)

Power of Attorney for person signing for the Surety Company must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

(LABOR AND MATERIALS BOND)

I, \_\_\_\_\_ certify that I am the  
\_\_\_\_\_ of the corporation named as principal in  
the within Bond; that \_\_\_\_\_ who signed the said  
Bond on behalf of the Principal was then \_\_\_\_\_ of said  
corporation; that I know his signature and his signature hereto is genuine; and  
that said Bond was duly signed, sealed, and attested for an in behalf of said  
corporation by authority of its governing body.

CORPORAT  
SEAL

\_\_\_\_\_, 1984



GENERAL SPECIFICATIONS

GENERAL CONDITIONS

Part 1

101.0 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

101.0 The term "Contract" means the Contract executed by the Boston Redevelopment Authority and the Contractor, of which these GENERAL CONDITIONS PART 1 AND 11 form a part. The documents which comprise the Contract are set forth in the Agreement.

101.2 a) The term "Authority" means the Boston Redevelopment Authority which is authorized to undertake this Contract.

b) The term "Property Owner" means the owner of the property where the contract work will be performed.

101.3 The term "Contractor" means the person, firm or corporation entering into the Contract with the Authority to construct and install the improvements embraced in this Contract for exterior architectural restoration work, 12 Morley Street, Roxbury, Massachusetts.

101.4 The term "Project Area" means the site of the Urban Redevelopment Project within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

101.5 The term "Engineer" means the inspector, technician, or engineer in charge, employed by said Authority for the purpose of inspecting and recommending to the Authority rejection or acceptance of the work embraced in this Contract for restoration work, the said engineer acting directly or indirectly through any Inspector having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties intrusted to him.

101.6 The term "Local Government" means the City of Boston, Massachusetts, within which the Project Area is situated.

101.7 The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, instructions to Bidders, Signed Copy of Bid, General Conditions, Parts 1 and 11, Special Conditions, and Technical Specifications.

101.8 The term "Drawing" mean the drawings enumerated in the SCHEDULE OF DRAWINGS. THERE ARE NO DRAWINGS IN THIS CONTRACT FOR EXTERIOR ARCHITECTURAL RESTORATION WORK.

101.9 The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

101.0 The term "Addendum" or "Addenda" means any change, revisions or clarifications of the Contract Documents which have been duly issued by the Authority to prospective Bidders prior to time of receiving Bids.

101.11 The words "approval of the Authority" or "approved by the Authority", shall mean an approval by vote of the Authority, or by an authorized representative of the Authority.

101.12 The words "directed", "required", "permitted", "Ordered", "designated", "prescribed", or words of like import, shall mean the direction, requirements, permission, order, designation, prescription etc., of the Authority's authorized representative and similarly the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable or satisfactory to the Authority's authorized representative, subject in each case to the final determination of the Authority, unless otherwise expressly stated.

## 102.0 SUPERINTENDENCY BY CONTRACTOR

102.1 Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the Authority, ~~at~~ the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

102.2 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

## 103.0 SUBCONTRACTS

103.1 The Contractor shall not execute an agreement with any sub-contractor or permit any subcontractor to perform any work included in this contract until he has submitted a non-collusive affidavit from the subcontractor in substantially the form shown on the following page and has received written approval of such subcontractor from the Authority.

103.2 No proposed subcontractor shall be disapproved by the Authority except for cause.

103.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

103.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for Improvements embraced in the Site Preparation.

103.5 Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Authority.

#### 104.0 OTHER CONTRACTS

The Authority may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Authority. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor as scheduled.

#### 105.0 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or material men engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

#### 106.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert

any claim against the Authority on account of any damage alleged to have been so sustained, the Authority will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgement of claims against the Authority shall be allowed, the Contractor shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith.

#### 107.0 PROGRESS SCHEDULE

107.1 The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

107.2 Cost Breakdown: The Contractor shall submit to the Authority a breakdown of his estimated cost of all work, so arranged and itemized as to meet the approval of the Authority. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for work performed under the Contract. After approval by the Authority, the prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

107.3 The values employed in making up the Breakdown are for the purpose of making partial payments and shall not be taken as a basis for additions to or deductions from the Contract Price.

#### 108.0 PAYMENTS TO CONTRACTOR

##### 108.1 Partial Payments

108.1.1 The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it with the required number of copies, to the Authority for approval. The amount of the payment due to the Contractor shall be determined by the value of work completed to date and deducting (1) ten percent (10% of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices bid and adjusted in accordance with the value of work completed to date on approved change orders.



108.1.2 Monthly or partial payments made by the Authority to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Authority to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Authority in all details.

108.1.3 Within ten (10) days after the general contractor receives payment on account of a periodic estimate of the value of the work done, he shall pay to each subcontractor the sum contained therein for the value of said subcontractor's work, less any amount retained therefrom by the awarding authority under the terms of the general contract or in consequence of any legal proceedings or statutory liens, and less any amount due the general contractor under the subcontract. Not later than the sixty-fifth (65th) day after each subcontractor fully completes his portion of the work in accordance with the plans and specifications, the entire balance due under the subcontract shall be due the subcontractor and shall be paid to the general contractor by the awarding authority for the account of the subcontractor and in partial payment of the amount due under the general contract; provided, however, that the awarding authority may withhold from such partial payment all amounts retained by the awarding authority pending its determination that said portion of the work is satisfactory or in consequence of any legal proceedings or statutory liens. The general contractor shall forthwith pay to the subcontractor the full amount received as aforesaid from the awarding authority for the account of such subcontractor less any amount due the general contractor under the subcontract; and the awarding authority may take such steps as it may deem necessary to arrange that such amounts are paid by the general contractor to the subcontractor forthwith. If, within ten (10) days after the aforesaid sixty-fifth (65th) day, the subcontractor has not received from the general contractor the entire balance due on the subcontract less the aforesaid amounts, the subcontractor shall give the awarding authority and the general contractor written notice of such failure to receive payment and of the amount so payable, but not paid, by the general contractor. There upon the awarding authority shall make, out of sums payable to the general contractor on the general contract, direct payment to the subcontractor of the entire balance due on the subcontract less the aforesaid amounts. Such direct payment by the awarding authority to any subcontractor and any payment to a general contractor for the account of a subcontractor as hereinbefore provided shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

The awarding authority shall not include in any direct payment made to a subcontractor pursuant to this section any amount claimed from that subcontractor by the general contractor in a letter containing a breakdown of the claim and sent to the awarding authority within ten days after receipt by the general contractor of the copy of the request of the subcontractor to the awarding authority for direct payment.

Upon presentation by the Contractor of certified copies of paid invoices the Authority may include in the estimate, advance payments for acceptable reinforcing steel, structural steel, piles, pipe or other non-perishable materials purchased expressly for the work and delivered on the work and properly stored on the site, but which materials are not considered as erected or complete in place under the items of the Contract, and for which partial payment as specified in the foregoing paragraph would not be made until such materials were erected or complete in place. The amount to be included in the estimate will be determined by the Engineer but in no case shall it exceed 90% of the value of the materials as shown by the certified copies of paid invoices nor shall payment for material not incorporated in the work exceed 10% of the total contract value at any time during the contract period. Payment will not be approved when the invoice value of such materials as determined by the Engineer amounts to less than \$1,000.00.

Deductions at rates and in amounts which are equal to the payments will be made from estimates as the materials are incorporated on the work.

Payments for the materials, as aforesaid, shall not in itself constitute acceptance and any materials which do not conform to the specification shall be rejected. Further any materials which becomes excess for any reason and are not incorporated in the work shall, if paid for, have their value deducted from any payment to the Contractor at the same rate they were paid originally.

## 108.2 Final Payment

108.2.1 After final inspection and acceptance by the Authority of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be the lump sum shown in the Agreement in the case of a lump sum contract price or shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement in the case of a unit price contract. The foregoing to be adjusted by approved Change Orders.

The total amount of the final payment due the Contractor under this contract shall be the amount as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Authority with a release in satisfactory form of all claims against the Authority arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS, PART I.

In consideration of the execution of this contract by the Authority the Contractor agrees that simultaneously with the acceptance of what the Authority tenders as the final payment by it under this contract, he will execute and deliver to the Authority an instrument under seal releasing and forever discharging the Authority of and from any and all claims, demands and liabilities whatsoever of every name and nature, both at law and in equity, arising from, growing out of, or in any way connected with this contract, save only such claims, demands and liabilities as are expressly excepted in said instrument.

108.2.2 The Authority, before making any payment including the final payment, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Authority deems the same necessary in order to protect its interest. The Authority, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties furnished under this Contract.

108.2.3 Withholding of any amount due the Authority under the section entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

## 108.3 Withholding Payments

The Authority may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Authority and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The



foregoing provisions shall be construed solely for the benefit of the Authority and will not require the Authority to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Authority elects to do so. The failure or refusal of the Authority to withhold any moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under the Contract.

#### 108.4 Payments Subject to Submission of Certificate

Each payment to the Contractor by the Authority shall be made subject to the following:

108.4.1 Submission by the Contractor of all written certifications required of him and his subcontractors by the section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS.

108.4.2 That no payment made under the Contract shall act as a waiver of the right of the Authority to require the fulfillment of all of the terms of the Contract.

#### 109.0 CHANGES IN THE WORK

109.1 The Authority may make changes in the scope of the work required to be performed by the Contractor under the Contract, or by making addition thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the surety bonds and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

109.2 Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Authority authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

109.3 If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) The Authority may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract as provided in Section 17.0 under Instructions to Bidders.

109.4 If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total contract price more than twenty-five percent (25%) the Authority shall, before ordering



the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

109.4.1 If the proposal is acceptable the Authority will prepare the change order in accordance therewith for acceptance by the Contractor and;

109.4.2 If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Authority may order the Contractor to proceed with the work on a cost-plus limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

109.5 Each change order shall include in its final form:

109.5.1 A detailed description of the change in the work.

109.5.2 The Contractor's proposal (if any) or a conformed copy thereof.

109.5.3 A definite statement as to the resulting change in the contract price and/or time.

109.5.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

## 110.0 CLAIMS FOR EXTRA COST

110.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Authority stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

110.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by a certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

110.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings shall at once be reported to the Authority and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Authority.

110.4 If, on the basis of the available evidence, the Authority determines that an adjustment of the Contract Price or time is justifiable, the procedure shall then be as provided for in Section 109 - CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

#### 111.0 TERMINATION: DELAYS, AND LIQUIDATED DAMAGES

111.1 Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Authority, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any additional cost incurred by the Authority in its completion of the work and they shall also be liable to the Authority for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Authority may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.

111.2 Liquidated Damages for Delays. If the work is not completed within the time stipulated in Section 403.0 - TIME FOR COMPLETION AND SEQUENCE OF WORK under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 404.0 - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Authority for the amount thereof.

111.3 Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

111.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency;

111.3.2 To any acts of the Authority;

111.3.3 To causes not reasonably foreseeable by the parties to this Contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Authority, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes and other extreme weather conditions; and

111.3.4 To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs 111.3.1; 111.3.2 111.3.3 of this paragraph 111.3.

Provided, however, that the Contractor promptly notified the Authority within ten (10) days in writing of the cause of the delay.

Upon receipt of such notification the Authority shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Authority shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## 112.0 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Authority; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Authority. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

## 113.0 DISPUTES

113.1 All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the Authority for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Authority of notice thereof.

113.2 The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Authority will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.



113.3 If the Contractor does not agree with any decision of the Authority he shall in no case allow the dispute to delay the work but shall notify the Authority promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

113.4 The Authority's decision shall not be final and conclusive but the dispute shall be tried in court on its merits.

#### 114.0 TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of a conflict between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings or Technical Specifications, the matter shall be immediately submitted to the Authority, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### 115.0 SHOP DRAWINGS

115.1 All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Authority in 5 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The contractor may proceed, only at his own risk with manufacture or installation of any equipment or work covered by said shop drawings, etc., until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.

115.2 Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper re-submission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

115.3 If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Authority not involving a change in contract price or time, the Authority may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Authority to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Authority under the Contract and surety bond or bonds."

## 116.0 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Authority for any additional information not already in his possession which should be furnished by the Authority under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Authority may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

## 117.0 MATERIALS AND WORKMANSHIP

117.1 Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Authority shall decide the question of equality.

117.2 The Contractor shall furnish to the Authority for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118.0 - SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I):

117.3 Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

117.4 Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

117.5 The Authority may require the Contractor to dismiss from the work such employee or employees as the Authority may deem incompetent, or careless, or insubordinate.



## 118.0 SAMPLES, CERTIFICATES AND TESTS

118.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Authority, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Authority. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Authority in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

118.2 Approval of any materials shall be general only and shall not constitute a waiver of the Authority's right to demand full compliance with Contract requirements. After actual deliveries, the Authority will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Authority will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

118.3 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

118.3.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Authority;

118.3.2 The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;

118.3.3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and

118.3.4 The Authority will pay all other expenses.

## 119.0 PERMITS AND CODES

119.1 The Contractor shall give all notices required by, and comply with all applicable laws, ordinances, codes, rules and regulations. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Plans and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Authority. Where the requirements of the Plans or Technical Specifications fail to comply with such applicable ordinances or codes, the Authority will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Plans and Technical Specifications) the Contractor shall remove such work without cost to the Authority, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

119.1.1 The provisions of Section 429 of the State Building Code relative to the Restoration of Historic Buildings, ie., Partially Preserved Buildings shall be followed.

119.2 The Contractor shall at his own expense, secure and pay to the appropriate department of the Commonwealth of Massachusetts or the City of Boston, the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements, cuts, building, electrical, plumbing, water, gas and sewer permit required by the regulatory body or any of its agencies.

The Contractor shall also ascertain from the Permit Division of City of Boston Public Works Department the cost of pavement opening permits which he must pay at his own expense to the City (which will not include any monies for permanent pavement repair) for pavement openings necessary under the contract. Said permit shall not relieve the contractor of any necessary temporary pavement patching requirement.

Without limiting the generality of the foregoing, the Contractor shall at his own expense, pay for the services of any concrete or other inspectors which the Contractor, under any applicable law, ordinance, rule, regulation, or code, may be required to employ or pay directly and for the cost of obtaining any bond or security which, under any applicable law, ordinance, rule, regulation or order the Contractor may be obliged to furnish as a condition to obtaining any such license or permit. It shall be the obligation of the Contractor to make all necessary applications and to take all steps for the securing of permits or licenses, to attend the office or offices of the issuing department or agency and to receive all necessary permits or licenses before commencing the applicable work.

119.3 The Contractor shall comply with applicable laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in

any operation due to or connected with the Improvements embraced in this Contract.

## 120.0 CARE OF WORK

120.1 The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Authority.

120.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and Holidays from the time of award of contract until final completion and acceptance.

120.3 In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Authority is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Authority. Any compensation claim due the Contractor on account of such emergency work as determined by the Authority, will be processed as provided in the Section 109.0, CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

120.4 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities, (except those which are to be replaced or removed) adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

120.5 The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the Site, which may be in any way affected by excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Authority from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Authority may become liable in consequence of such injury or damage to adjoining property and to adjoining and adjacent structures and their premises.



## 121.0 ACCIDENT PREVENTION

121.1 The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Authority may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The Contractor shall also comply with the "Construction Safety and Health Regulations" of the Occupational Safety and Health Administration United States Department of Labor.

121.2 The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Authority with reports concerning these matters.

121.3 The Contractor shall indemnify and save harmless the Authority from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

## 122.0 SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Boston. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## 123.0 USE OF PREMISES

123.1 The Contractor shall confine his equipment, storage of materials and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Authority, and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.

123.2 The Contractor shall comply with all reasonable instructions of the Authority and the ordinances and codes of the City of Boston and Commonwealth of Massachusetts, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

## 124.0 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated materials and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights-of-way in a neat and clean condition. Trash burning on the site will be subject to prior approval of the Authority and existing State and City laws.

## 125.0 INSPECTION

125.1 All materials and workmanship shall be subject to inspection, examination, or test by the Authority and/or its Inspector at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Authority shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge thereafter. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Authority may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Authority.

125.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118.0, SAMPLES, CERTIFICATES AND TESTS under the GENERAL CONDITIONS, PART I). All tests by the Authority will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Technical Specifications.



125.3 The Contractor shall notify the Authority sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Authority, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Authority.

Should it be considered necessary or advisable by the Authority at a time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material.

If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors he shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

125.4 Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departure from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material as a whole or in part will be made at the Project Site.

125.5 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Authority or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

## 126.0 REVIEW BY THE AUTHORITY

The Authority, its authorized representatives and agents, shall at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Authority through its authorized representative or agents.

## 127.0 FINAL INSPECTION

127.1 When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Authority in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the Authority having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection. If the Authority determines that the status of the Improvements is as represented it will make the arrangements necessary to have final inspection commenced on the date stated in such notice or as nearly thereafter as is practicable. The inspection party will also include the DWBD Representative and representative of each department of the City of Boston having charge of Improvements of like character, when such Improvements are later to be accepted by the City of Boston.

## 128.0 DEDUCTION FOR UNCORRECTED WORK

If the Authority deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Authority, and subject to settlement, in case of dispute as herein provided.

## 129.0 INSURANCE

129.1 Before commencing work the Contractor shall submit copies of his Workmen's Compensation and Manufacturer's and Contractor's Public Liability Insurance policies to the Authority for review and approval. He shall similarly submit his subcontractor's policies of similar insurance before each commences work. The policies submitted shall be scheduled on an approved form to be supplied by the Authority. The Authority will, in writing, identify the policies and indicate its approval or disapproval of the policies. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Authority, and shall be kept in force until the Contractor's work is accepted by the Authority. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Authority shall be renewed and submitted to the Authority for its approval.

129.0      INSURANCE (Continued)

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this Contract of the kinds and in adequate amounts to secure all of his obligations under the Contract and with insurance companies licensed to write such insurance in the Commonwealth of Massachusetts. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage or the acceptance by the Authority of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Authority, their agents and employees from any and all claims for damages arising out of this Contract, to either persons or property. All insurance policies written for this Contract shall be written with such company as may be acceptable to the Authority, and shall be submitted to the Authority for review and approval. All policies so written shall be extended for the full life of the construction contract. All policies furnished as specified shall be provided by the Contractor and/or Subcontractor at no additional expense to the Authority.

129.2      Workmen's Compensation Insurance: The Contractor shall carry or require that adequate statutory workman's Compensation Insurance be carried for all his employees and those of his subcontractors on the project in accordance with State Workmen's Compensation Laws, and shall, in addition, provide, where practicable, Employer's General Liability Insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Authority shall be given. Satisfactory certificates of said insurance shall be filed with the Authority prior to the preparation of the construction contracts. The Contractor will be charged with the responsibility for proper and adequate Workman's Compensation coverage for all his subsequent operations, and in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor, shall be filed with the Authority prior to the commencement of such subcontract operations.

The Contractor shall give written or printed notice to all persons under contract of hire with him and to every person with whom he is about to enter into a contract of hire, that he has provided for payment to injured employees by insuring as provided under Chapter 152 of General Laws. The foregoing shall also apply to subcontractors. The form of notice to be posted is prescribed by the Department of Industrial Accidents of the Commonwealth of Massachusetts.



129.3 Contractor's Comprehensive Manufacturers' and Contractors' Liability and Property Damage Liability Insurance:

- (1) The Contractor shall carry or require that there be carried Comprehensive General Liability Insurance providing for a limit of not less than \$500,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, due to accidents which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment, hoists, motor vehicles on the site or hauling materials or debris from the site. The Contractor shall also carry Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than \$500,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property during the policy period.
- (2) Satisfactory certificates of said insurance shall be filed with the Authority prior to the preparation of the construction contracts. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations, and, in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies covering each and every subcontractor shall be filed with the Authority prior to the commencement of such subcontract operations.

129.4 Owner's Protective Liability Insurance and Property Damage:

The Contractor shall provide the Authority an insurance policy written in the name of the Authority, its employees, servants and agents, to protect them from any liability which might be incurred against them as a result of any operations of the Contractor or his subcontractors or their employees. Such insurance shall provide for a limit of not less than \$500,000.00 all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and not less than \$500,000.00 for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than \$1,000,000 for all damages arising out of such injury or destruction of property during the policy period.

129.0 INSURANCE (Continued)

129.5 Comprehensive Automobile Liability and Property Damage Insurance:

The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of not less than \$500,000.00 for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than \$1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident: and Property Damage coverage in the amount of not less than \$500,000.00 for all damages arising out of injury to or destruction of property.

129.6 Insurance covering special hazards: Special hazards shall be covered by rider or riders to the Public Liability and Property Damage insurance policy or policies hereinabove required to be furnished by the Contractor or by separate policies of insurance as follows:

- (1) Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to excavation (including borrowing, filling or backfilling in connection therewith), cofferdam work or removal or rebuilding of any structural support thereof.
- (2) Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- (3) Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.
- (4) The Contractor shall require similar insurance in such amounts to be taken out and maintained by subcontractors.



129.0 INSURANCE (Continued)

129.7 Fire Insurance:

- (1) During the progress of work the Contractor shall effect and maintain BUILDER'S RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lightning, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicle damage, vandalism and malicious mischief upon all work in place and all material stored at the building site, whether or not covered by partial payments made by the Authority. This insurance shall be in an amount equal to 100 percent of the insurable portion of the project and shall be for the benefit of the Authority, the Contractor and each subcontractor as their interest may respectively appear. The Contractor shall furnish the Authority with certified copies of the policy of said insurance immediately before preparation on the construction contracts.
- (2) Policies shall be executed with the construction contract; the policies shall be issued for the protection of the Contractor and the Authority and its agents.
- (3) The policy shall indicate the Authority and its agents, Contractor, and all Subcontractors as the name insured with the loss payable to the Authority as Trustee.

130.0 PATENTS

The Contractor shall hold and save the Authority, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Authority, unless otherwise specifically stipulated in the Technical Specifications.

131.0 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Authority free from any claims, liens, or charges. Neither the Contractor

nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or easement thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Authority. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

### 132.0 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Authority or the public shall constitute an acceptance of work nor done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The Authority will give notice of defective materials and work with reasonable promptness.

### 133.0 CONTRACTOR TO MAKE OWN EXAMINATION

Plans, calculations, estimates of quantities, and any statements made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed are not guaranteed by the Authority to be correct or to be a complete representation of all existing data on conditions affecting the work, and the Contractor agrees that he has made his own examination and will make no claim for damages on account of any errors, inaccuracies or omissions that may be found.

The Contractor shall not take any advantage or have any claim for damages on account of any discrepancy, error or omission in any plans, calculations, estimates of quantities, or any statement made in the Instruction for Bidders or otherwise as to the conditions under which the work is to be performed, and he shall report such discrepancy, error or omission to the Authority in writing as soon as it comes to his knowledge, and before proceeding with work related to such discrepancy, error or omission. Any correction or modification of the Specifications may be made by the Authority when necessary, in their opinion, for the proper fulfillment of their purpose or for their proper interpretation.

134.0 REVISIONS TO CHAPTER 30, GENERAL LAWS, SECTIONS 39G and 39M.

SECTION 1. Chapter 30 of the General Laws is hereby amended by striking out Section 39G, as most recently amended by section 3 of chapter 774 of the acts of 1972 and inserting in place thereof the following section: -

Section 39G. Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

Applies to all construction projects except buildings

Contractor initiates final payments procedure

Substantial completion in force when agency fails to respond

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage on that work, including the quantity, price and all but one percent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic



payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payment filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material shippers or others.

Substantial completion estimate to be filed 65 days

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Interest to accrue 65 day period

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Work to be completed within 45 days of receipt

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final

estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any periodic, substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment.

35 days to pay  
periodic estimate

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

Definition of substantial  
completion

SECTION 2. Section 39M of said chapter 30 is hereby amended by inserting after the first sentence the following two sentences: - Every bid for such contract shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the awarding authority. Such bid deposit shall be in an amount not less than five percent of the value of the proposed work, as estimated by the awarding authority, but in no event less than one hundred dollars.

Bid bonds to be  
in lieu of cash

SECTION 3. This act shall not be applicable to contracts executed prior to January first, nineteen hundred and seventy-six.

Statute applicable to  
contracts awarded after  
January 1, 1976



GENERAL SPECIFICATIONS

GENERAL CONDITIONS

Part II

(LABOR-STANDARDS PROVISIONS)

201.0      DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Labor-Standards Provisions, shall have the meanings ascribed to them in this Section. The term, "Subcontractor", means any Subcontractor whose subcontract covers any of the work covered by this Contract. The term, "subcontract", means any subcontract which calls for the performance of any of the work covered by this Contract.

202.0      MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by applicable regulations issued by the Commissioner of Labor and Industries, Massachusetts Department of Labor and Industries, pursuant to the Anti-Kickback Rules hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Commissioner of Labor and Industries which is set forth below and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Boston Redevelopment Authority for the cashing of the same without cost or expense to the employee.

(See following page for Wage Rates)

# Boston Redevelopment Authority

September 12, 1984

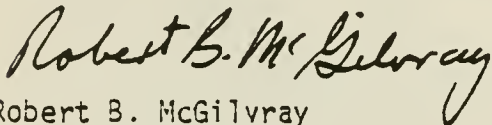
Mr. George W. Ripley, Commissioner  
Department of Labor and Industries  
Commonwealth of Massachusetts  
Leverett Saltonstall Building  
100 Cambridge Street  
Boston, MA 02202

Dear Commissioner Ripley:

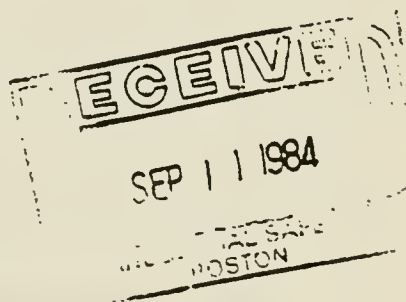
Please send me the current Classification and Minimum Wage Rates for construction work in the City of Boston.

The work will involve architectural restoration of the property at 12 MORLEY STREET in Roxbury, also known as the EDWARD EVERETT HALE house, in the Kittredge Square Urban Renewal Area.

Thank you,



Robert B. McGilvray  
Chief of Rehabilitation  
Boston Redevelopment Authority



**The Commonwealth of Massachusetts**  
**DEPARTMENT OF LABOR AND INDUSTRIES**  
**DIVISION OF INDUSTRIAL SAFETY**

-48- BOSTON\*

9/12/84

MINIMUM WAGE RATES

Revised 09/05/84

as determined by the Commissioner under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D.

CONST. & ALTERATION

PROJECT <u>LOCAL</u>	#			TOWN <u>Rox</u>		
AWARDING						
AUTHORITY <u>B. R. A.</u>				LOCATION <u>12 MORLEY ST.</u>		
Classification	Date	Total Rate	Date	Total Rate	Date	Total Rate
Master Mechanic	11-01-83	23.05	05-01-84	23.60	11-01-84	24.15
Maint. Mechanic	11-01-83	21.52	05-01-84	21.77	11-01-84	22.27
Hoisting Engineer	11-01-83	21.34	05-01-84	21.89	11-01-84	23.39
Crane Oper.	11-01-83	21.34	05-01-84	21.89	11-01-84	23.39
Power Shovel Oper.	11-01-83	21.34	05-01-84	21.89	11-01-84	23.39
Grader Oper.	11-01-83	21.22	05-01-84	21.77	11-01-84	22.27
Bulldozer Oper.	11-01-83	21.22	05-01-84	21.77	11-01-84	22.27
Roller Oper.	11-01-83	21.22	05-01-84	21.77	11-01-84	22.27
Oth. Power Dr. Equ.	11-01-83	21.22	05-01-84	21.77	11-01-84	22.27
Compressor Oper.	11-01-83	18.39	05-01-84	18.83	11-01-84	19.27
Pumpman	11-01-83	18.39	05-01-84	18.83	11-01-84	19.27
<u>Asst. Engineers</u>						
-Steam-Fireman	11-01-83	19.76	05-01-84	20.23	11-01-84	20.70
-Tr. Crane-Gradall	11-01-83	17.49	05-01-84	17.91	11-01-84	18.33
-Other Equip.	11-01-83	16.66	05-01-84	17.06	11-01-84	17.46
Roofer-Comp.	06-01-83	19.86	12-01-83	20.68	05-01-84	21.86
Roofer-Slate	06-01-83	19.86	12-01-83	20.68	05-01-84	21.86
Damproofer	06-01-83	19.86	12-01-83	20.68	05-01-84	21.86
Elev. Constructor	10-12-83	22.215				
Elev. Const. Helper	10-12-83	16.425				
Glazier	10-29-83	20.71	10-17-84	22.06		
Sprinkler Fitter	09-16-83	24.05				
Asbestos Worker	09-01-83	21.81	09-01-84	22.81		
Sheet Metal Worker	09-01-83	23.82	03-01-84	25.22		
Ironworkers	01-01-84	21.90	07-01-84	22.40	01-01-85	22.90
Bricklayer	08-01-84	21.71	02-01-85	22.46		
Cement Mason	09-01-83	20.55	03-01-84	21.20	09-01-84	21.85
Waterproofer	09-01-83	20.55	03-01-84	21.20	09-01-84	21.85
Plasterer	07-01-84	21.88	01-01-85	22.61		
Carpenter	08-01-83	20.56	08-01-84	22.31		
Electrician	03-01-84	24.30	09-01-84	25.08	03-01-85	25.86
Plumber	09-01-84	24.48				
Pipefitter	09-01-84	24.65				
Painter	07-01-84	22.62	01-01-85	23.37	07-01-85	24.07
S/S Painter	07-01-84	23.62	01-01-85	23.37	07-01-85	25.07
Steel Painter	07-01-84	25.67	01-01-85	26.49	07-01-85	27.20
Repaint	07-01-84	19.89	01-01-85	21.55	07-01-85	22.23

-49-  
**The Commonwealth of Massachusetts**  
**DEPARTMENT OF LABOR AND INDUSTRIES**  
**DIVISION OF INDUSTRIAL SAFETY**

MINIMUM WAGE RATES

LABORERS-----EAST

Revised 08/09/84

9/12/84

as determined by the Commissioner under the provisions of the Massachusetts  
General Laws, Chapter 149, Sections 26 to 27D

CONST. & ALTERATION

PROJECT LOCAL # \_\_\_\_\_ TOWN ROX  
AWARDING \_\_\_\_\_  
AUTHORITY B. R. A. LOCATION 12 MORLEY ST.

Classification	Date	Total Rate	Date	Total Rate	Date	Total Rate
LABORER	12-01-83	15.75	06-01-84	16.30	12-01-84	16.75
CARPENTER TENDER	12-01-83	15.75	06-01-84	16.30	12-01-84	16.75
CAISSON TENDER	12-01-83	15.75	06-01-84	16.30	12-01-84	16.75
ASPHALT RAKER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
PIPELAYER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
JACK HAMMER OPER.	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
MASON TENDER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
PLASTER'S TENDER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
STONE SPREADER	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
FENCE ERECTOR	12-01-83	16.00	06-01-84	16.55	12-01-84	17.00
PRE CAST FLOOR	12-01-83	16.25	06-01-84	16.80	12-01-84	17.25
AIR TRACK DRLR. OP.	12-01-83	16.50	06-01-84	17.05	12-01-84	17.50
CURB SETTER	12-01-83	16.50	06-01-84	17.05	12-01-84	17.50
BLASTER	12-01-83	16.75	06-01-84	17.30	12-01-84	17.75
MINERS	12-01-83	16.75	06-01-84	17.30	12-01-84	17.75
ASBESTOS REMOVAL DECONTAMINATION WORK	12-01-83	16.25	06-01-84	16.80	12-01-84	17.25
TRUCK DRIVER	05-01-84	16.78	11-01-84	17.03	05-01-85	17.78
OPER. 3 AXLE EQUIP.	05-01-84	16.85	11-01-84	17.10	05-01-85	17.85
OPER. 4 & 5 AXLE "	05-01-84	16.97	11-01-84	17.22	05-01-85	17.97
EUCLID OPERATOR	05-01-84	17.07	11-01-84	17.32	05-01-85	18.07
GRAVEL & FILL						
TRUCK DRIVER	05-01-84	15.22	11-01-84	15.47	05-01-85	16.22
OPER. 3 AXLE EQUIP.	05-01-84	15.29	11-01-84	15.54	05-01-85	16.29
OPER. 4 & 5 AXLE	05-01-84	15.41	11-01-84	15.65	05-01-85	16.41
SIGN ERECTOR	06-01-84	15.44	06-01-85	16.14	06-01-86	16.84
ASPH. DRVR.	08-09-84	15.34				
ASPH. 1 MAN SPRAY	08-09-84	13.20				
ASPH. HELPER	08-09-84	15.13				
DIVER	05-01-83	26.51				
TENDER	05-01-83	19.55				
PILE DRIVER	05-01-83	20.10	05-01-84	20.60	11-01-84	21.10
BOILER MAKER	10-01-83	21.501				
MILLWRIGHT	08-01-83	20.60	01-01-84	20.85	06-01-84	21.65
MARBLE SETTER	08-01-84	21.10				
TILE SETTER	08-01-84	21.10				
TERRAZZO SETTER	08-01-84	21.10				





# *The Commonwealth of Massachusetts*

## *Executive Office of Labor*

### *Department of Labor and Industries*

*Leverett Saltonstall Building, Government Center*

*100 Cambridge Street, Boston, 02202*

OFFICE OF THE COMMISSIONER

George W. Ripley

RE: Statement of Compliance

Dear

In conjunction with the Commissioner issuing prevailing wage rates, as stated in Sections 27 and 27A Chapter 149, to a public body or public official; he will also issue a statement of compliance to be incorporated with each specification and contract. The statement of compliance is in Chapter 149 Section 27B, which states:

Each such contractor, subcontractor or public body shall furnish to the Commissioner of Labor and Industries within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body or by any authorized officer or employer of the contractor, subcontractor or public body who supervises the payment of wages.

Commissioner

A handwritten signature in cursive script that reads "George W. Ripley".

George W. Ripley





*The Commonwealth of Massachusetts*  
*Executive Office of Manpower Affairs*  
*Department of Labor and Industries*  
*Division of Industrial Safety*  
*Lowell Tallonstall Building, Government Center*  
*100 Cambridge Street, Boston, 02202*

STATEMENT OF COMPLIANCE

..... 19 .....

I, .....  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by.....  
.....on the .....  
(Contractor, subcontractor of public body) (Building or Project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of Sections twenty-seven (27) and twenty-seven A (27A) of Chapter one hundred and forty-nine (149) of the General Laws.

Signature .....

Title.....

(Signed under penalties of perjury as provided for under Section 27B of Chapter 149, General Laws.)

[illegible]

\*Health and Welfare Fund Payments and supplementary unemployment benefits  
\*\*Pension Fund Payments

I, \_\_\_\_\_ do hereby state, that this copy of my record is a true and accurate record  
(Name of Signatory Party) (Title)

showing the name, address, occupational classification of each such employee on said works, and the hours worked by, and the wages paid to, each such employee, including payments to health and welfare funds and pension funds, supplementary unemployment benefit plans, or the equivalent payment in wages.

(Signed under penalties of perjury as provided for under Section 27B of Chapter 149, General Laws.)

SIGNATURE



# The Commonwealth of Massachusetts

## DEPARTMENT OF LABOR AND INDUSTRIES DIVISION OF INDUSTRIAL SAFETY

Minimum Wage Rates for Apprentices employed on Public Works. Determined as a percentage of the Pre-determined Hourly Wage Rate established by the COMMISSIONER under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 through 27-D inclusive, as amended.

All apprentices shall be registered with the Division of Apprentice Training in accordance with Mass. G.L., Chapter 23, Section 11-H.

CLASSIFICATIONS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Asbestos Worker	50	50	60	60	70	70	80	80
Boilermaker	70	72.5	75	77.5	80	85	90	95
Bricklayer/Plasterer	150	60	70	80	90	95		
Carpenter	50	55	60	65	70	75	80	85
Electrician	50	55	60	65	70	75	80	85
Glazier	40	45	50	55	60	70	80	90
Iron Worker	60	70	75	80	85	90		
Lineman	60	65	70	75	80	85	90	
Painter	55	65	70	75	80	85	90	
Plumber/Pipefitter	35	40	45	50	60	60	80	85
Roofer	55	65	70	75	80	85	90	
Sheet Metal Worker	45	50	55	60	65	70	75	80
Sprinkler Fitter	40	45	50	55	60	65	70	75

Decisions: MA84-3010 Effective Date: 4/6/84  
Mod. 1 6/21/84

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALE

TRADE	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENTS (H&W and PENSION)
. <u>ASBESTOS WORKERS</u>	18.06	3.82
. <u>BOILER MAKERS</u>	18.16	3.44
. <u>BRICKLAYERS; STONE MASONS; POINTERS; CAULKERS; AND CLEANERS:</u>	17.76	3.47
. <u>RESIDENTIAL AND VENEER PLASTERING</u>	11.56	2.57
. <u>CARPENTERS</u>	17.11	3.67
. <u>CEMENT MASONS</u>	18.60	2.85
. <u>ELECTRICIANS</u>	19.20	5.01
. <u>ELEVATOR CONSTRUCTORS</u>	19.31	3.00+a+b
(Helper)	13.52	3.00+a+b
(Probationary Helper)	9.65	----
. <u>GLAZIERS</u>	17.30	3.45
. <u>IRON WORKER</u>	17.75	4.25
. <u>LABORERS (Building)</u>		
Class I	13.75	
Class II	14.00	
Class III	14.50	2.80
Class IV	14.75	
Class V	15.00	

DEFINITIONS:

Class I: Laborers, Carpenter Tenders.

Class II: Jackhammer Op., Pavement Breakers, Asphalt Rakers, Carbide Core Drilling Machine, Chain saw Op., Pipelayer, Barco Type Jumping Tampers, Laser Beam Concrete Pump, Mason Tenders, Motorized Mixers, Ride-on Motorized Buggy, Fence and Beam Rectors.

Class III: Air Tract, Block Pavers, Rammers Curb Setter.

Class IV: Blasters, Powdermen.

Class V: Pre-Cast Floor and Roof Plan Erectors.



Decisions: MA84-3010

Effective Date: 4/6/84

Revised; June 25 , 1984

SUFFOLK COUNTY WAGE RATE SCALE

	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENT (H&W and PENSION)
<u>. LABORERS (Heavy &amp; Highway)</u>		
Class I	13.20	2.80
Class II	13.45	2.80
Class III	13.95	2.80
Class IV	14.20	2.80

DEFINITIONS

Class I: Carpenter Tenders, Cement Finisher Tenders, Laborers.

Class II: Asphalt Rakers, Fence and Guard Rail Erector, Laser Beam Op., Mason Tenders, Pipelayer, Pneumatic Drill Op., Pneumatic Tool Op., Wagon Drill Op.

Class III: Air Track Op., Block Ravers Rammer, Curb Setters.

. LABORERS (Tunnels, Caisson and Cylinder Work in Compressed Air:)

Class V-A	19.43	2.80
Class V-B	20.93	2.80
Class V-C	20.10	2.80
Class V-D	21.17	2.80
Class V-E	21.67	2.80

DEFINITIONS

Class V-A: Powder watchmen, top men on iron bolt, change house attendant.

Class V-B: Brakeman, trackman, groutman, laborer, outside lock tender, lock tender gauge tenders.

Class V-C: Motormen.

Class V-D: Blasterer.

Class V-E: Mucking machine operator.

. LABORERS (Free Air Operation Shield driven and liner plate in free air:)

Class VI-A	15.05	2.80
Class VI-B	14.20	2.80
Class VI-C	14.20	2.80
Class VI-D	14.53	2.80
Class VI-E	13.95	2.80
Class VI-F	14.10	2.80
Class VI-G	14.20	2.80
Class VI-H	15.05	2.80

Decisions: MA84-3010

Effective Date: 4/6/84

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALE

BASIC  
HOURLY  
RATE

FRINGE BENEFITS PAYMENTS  
(H&W and PENSION)

DEFINITIONS

Class VI-A: Miners, miner welder, conveyor operator, motormen, mucking machine operator, nozzlemen, grout men, shaft and tunnel steel and rodmen, shield and erector, arm operators.

Class VI-B: Brakemen, trackmen. Cleaning concrete and caulking tunnel (both new existing);

Class VI-C: Concrete workers, strippers and form movers (wood & steel).

Class VI-D: Rock shaft, concrete lining of same and tunnel in free air:

Class VI-E: Change house attendants.

Class VI-F: Laborers, topside.

Class VI-G: Brakeman, trackman, tunnel laborers, shaft laborers.

Class VI-H: Miner, cage tender, bellman.

. LABORERS (OPEN AIR CAISSONS, UNDERPINNING AND TEST BORING INDUSTRIES):

Open Air Caisson, underpinning work and Boring Crew:

Boring Crew:

Class I-A	—	13.75	2.80
Class I-B	—	14.50	2.80

Test Boring:

Class II-A		13.75	2.80
Class II-B		14.62	2.80

. LABORERS (OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW) :

Boring Crew:

Class I-A: Laborers, topman  
Class I-B: Bottom man.

Test Boring

Class II-A: Laborer.  
Class II-B: Driller.

. BORERS (OPEN AIR CAISSONS, UNDERPINNING AND TEST BORING INDUSTRIES)

Includes installation and performance of caissons of all types, underpinning, soil test borings, core borings, diamond drill soundings, wash borings, auger boring shot drilling, grouting (cement, chemical, etc.), installation of earth and rock anchors, tieback, ground water observation wells and monitoring wells, installation instrumentation, drilling and installation of horizontal drains, lagging (carrying c bands and settling bands in place), installation and extraction of grout pipes, pit work, hand excavation and labor required in pile driving and related work, welding c caissons of all types, cutting-off concrete piles and clean-up:

Decisions: MA84-3010

Effective Date: 4/6/84

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALE

	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENT (H&W and PENSION)
. <u>LATHERS</u>	11.90	1.58
. <u>LINE CONSTRUCTORS</u>		
Lineman	17.50	2.87
Driver Groundman	14.00	2.87
Groundman	9.63	1.53
Equipment Operator & Cablemen	14.88	1.53
. <u>MARBLE, TILE &amp; TERRAZO WORKER</u>	17.15	3.45
. <u>MARBLE &amp; TILE FINISHERS</u>	15.04	2.85
. <u>TERRAZO FINISHER</u>	17.85	2.85
. <u>MILLWRIGHTS</u>	17.10	4.85
. <u>PAINTERS</u>		
New constructions:		
Brush/Taper	17.45	4.77
Spray/Sandblaster	18.45	4.77
Steel	20.50	4.77
Repaint:		
Brush/Taper	15.72	4.77
Spray/Sandblaster	16.72	4.77
Steel	20.50	4.77
Sign Painters	13.00	4.77
. <u>PILE DRIVEMEN</u>	17.40	3.20
. <u>PLASTERERS</u>	17.35	4.05
Plaster Tenders	14.00	2.49

Decisions: MA84-3010

Effective Date: 4/6/84

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALE

	BASIC HOURLY RATE BASIC	FRINGE BENEFITS PAYMENTS (H&W and PENSION)
. <u>PLUMBERS, STEAMFITTERS:</u>	18.48	4.60
Repairing & Replacing:	17.50	4.60
. <u>PIPEFITTERS</u>	18.95	4.50
. <u>POWER EQUIPMENT</u>		
. <u>OPERATORS</u>		
<u>(BUILDING, HEAVY &amp; HIGHWAY, &amp; MARINE CONSTRUCTION)</u>		
Class I	18.41	3.68+e
boom lengths,		
including jib:		
Over 150 ft.:	19.05	3.68+e
Over 185 ft.:	19.55	3.68+e
Over 210 ft.:	20.00	3.68+e
Over 250 ft.:	20.82	3.68+e
Over 295 ft.:	21.76	3.68+e
Class II	18.29	3.68+e
Class III	15.35	3.68+e
Class IV	16.75	3.68+e
Class V	13.58	3.68+e
Class VI	14.43	3.68+e

. POWER EQUIPMENT OPERATORS, BUILDING CONSTRUCTION: CLASS DEFINITIONS

CLASS I: Cranes, shovels, truck cranes, cherry pickers, dragline, trench hoes, back three drum machines, derricks, pile drivers, elevator to hoists, gradalls, shovel dozers, front end loaders, fork lifts, augers, boring machines, rotary drills, post hole hammers, post hole diggers, pumpcrete machines, asphalt plant (on site), concrete batching and/or mizing plant (on site), crusher plant (on site), paving concrete mixers, timber jacks.

CLASS II: Sonic or vibratory hammers, graders, tandem scrapers, concrete pumps, bulldozers, tractors, yolk rakes, mulching machines, portable steam boiler, portable generators, rollers, spreaders, tampers (self propelled or tractor drawn), asphalt pavers, mechanic maintenance, paying screed machines, stationary steam boilers, aviation concrete finishing machines, cal trucks, (when operated by the employer on the job site).

CLASS III: Pumps (1-3 grouped), compressors, welding machines (1-3 grouped), generators, concrete vibrators, lighting plants, heaters (power driven 1-5), well-point systems (operationg and installing ), syphones-pullometers, concrete mixer valves controlling permanent plant air or steam, conveyors, Jackson type tampers, single diaphragm pump, lighting plants.



Decisions: MA84-3010

Effective Date: 4/6/84

Revised; June 25, 1984

CLASS IV: Assistant engineers (firemen).

CLASS V: Assistant engineers (other than truck cranes and gradalls).

CLASS VI: Assistant engineers (on truck cranes and gradalls).

. POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY CONSTRUCTION):

CLASS I: Power shovels, cranes, truck cranes, derricks, pile drivers, trenching machines, mechanical hoist pavement breakers, cement concrete pavers, draglines, engines, three drum machines, pumpcrete machines, uke loaders, shovel dozers, front loaders, mucking machines, shaft hoists, steam engines, backhoe, gradalls, cable fork lifts, cherry pickers, boring machines, rotary drills, posthole hammers, port diggers, asphalt plant on job site, concrete batching and/or mixing plant on job, crusher plant on job site, paving concrete mixers, timber jacks.

CLASS II: Sonic or vibratory hammers, graders; scrapers; tandem scrapers, bulldozers, tractors, mechanic maintenance, york rakes, mulching machines, paving screed machines, stationary steam boilers, paving concrete finishing machines, grout pumps, portable boilers, portable steam generators, rollers, spreaders, asphalt pavers, locomotive machines used in place thereof, tampers, self propelled or tractor drawn, cal trucks, ballast regulators, rail anchor machines, switch tampers.

CLASS III: Pump (1-3 grouped), compressors; welding machine (1-3 grouped), general lighting plants, heaters (power driven) (1-5), syphons-pulsometers, concrete mixer valves controlling permanent plant air steam, conveyors, wellpoint system (operation installing).

CLASS IV: Assistant engineers (firemen).

CLASS V: Assistant engineers (other than truck cranes and gradalls).

CLASS VI: Assistant engineers (on truck cranes and gradalls).

. POWER EQUIPMENT OPERATOR (MARINE CONSTRUCTION):

CLASS I: Shovels, cranes, truck cranes, cherry pickers, derricks, pile drivers, three drum machines, lighters, derrick boats, trenching, mechanic, hoists pavement breakers, cement concrete pavers, draglines, hoisting engines, pumpcrete machines, elevating graders, shovels, dozers, frontend loaders, backhoe, gradalls, cable way boring machines, rotary drills, post hole hammer, post hole diggers, fork lifts, T jacks, asphalt plant (on site), concrete batching and/or mixing plant (on site), cal plant, (on site), paving concrete mixers.

CLASS II: Portable steam boilers, portable steam generators, sonic or vibratory hammers, graders, scrapers, tandem scrapers, concrete pumps, bulldozers, tractors, york rakes, mulching machines, rollers, spreader, tamper self-propelled or tractor drawn, asphalt pavers, concrete mixers with side loaders mechanic-maintenance, cal truck, ballast regulator, switch tampers, rail anchor machines, tire trucks.

CLASS III: Pumps, compressors, welding machines, heaters (power driven), valves controlling permanent plant air or steam, well point systems, augers-powered by independence engines & attached to pile drivers, hydraulic saws, generators, lighting plants, syphons-pulsometers, concrete mixers, conveyors.

CLASS IV: Assistant engineers (firemen).

CLASS V: Assistant engineers (other than truck cranes and gradalls).

CLASS VI: Assistant engineers (on truck cranes and gradalls).

Decisions: MA84-3010

Effective Date: 4/6/84

Revised; June 25, 1984

SUFFOLK COUNTY WAGE RATE SCALE

	BASIC HOURLY RATE	FRINGE BENEFITS PAYMENTS (H&W and PENSION)
<u>. ROOFERS</u>		
Journeyman	17.26	4.75
Pitchwork	18.26	4.75
Slaters	17.51	4.75
<u>. SHEETMETAL WORKERS</u>	20.10	5.29
Residential	14.07	3.79
<u>. SPRINKLER FITTERS</u>	18.30	2.41
<u>. TILE &amp; MARBLE FINISHERS:</u>	15.04	2.85
<u>. TERRAZZO FINISHERS:</u>	17.85	1.50
<u>. TRUCK DRIVERS (Building, Heavy &amp; Highway Construction)</u>		
CLASS I 12.86		3.00+d+e
CLASS II 13.03		3.00+d+e
CLASS III	13.10	3.00+d+e
CLASS IV 13.22		3.00+d+e
CLASS V 13.32		3.00+d+e
CLASS VI 13.61		3.00+d+e
CLASS VII	13.90	3.00+d+e
<u>CLASS I:</u> Station wagons, panel truck and pick up trucks. <u>CLASS II:</u> Two axle equipment; helpers on low bed when assigned at the discretion of the employer, warehousemen,, forklift operators. <u>CLASS III:</u> Three axle equipment and tiremen. <u>CLASS IV:</u> Four and five axle equipment. <u>CLASS V:</u> Specialized earth moving equipment under 35 tons other than conventional trucks, low bed, vachual, mechanics, paving restoration equipment, mechanics. <u>CLASS VI:</u> Specialized earth moving equipment over 35 tons. <u>CLASS VII:</u> Trailer for earth moving equipment (double hookup).		

. WELDERS - Receive rate prescribed for craft to which welding is incidental.

Unlisted classification needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

PAID HOLIDAYS

PAID HOLIDAYS: A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day  
E-Thanksgiving Day; F-Christmas Day.

- a) Paid Holidays: A through F and the day after Thanksgiving Day.
- b) Employer contributes 8% of basic hourly rate for 5 years or more of service or  
basic hourly rate for 6 months to 5 years of service as vacation pay credit.
- c) Paid Holidays: A through F and Bunker Hill Day, provide the employee has been  
employed 5 working days prior to any one of the listed holidays.
- d) Paid holidays: A through F, Washington's Birthday, Patriots Day, Columbus Day  
Veterans Day.
- e) Paid Vacation: 4 months to 1 year-1/2 day's pay per month; 1-5 years-1 week;  
years 2 weeks; 10 years or more-3 weeks. Employee must have received pay for  
during last year of employment.

CITY OF BOSTON  
COMMUNITY DEVELOPMENT BLOCK GRANT  
(C.D.B.G.)

GENERAL TERMS AND CONDITIONS

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NOTE: Other Terms and Conditions have been waived for the Architectural  
Restoration of the EDWARD EVERETT HALE HOUSE.



( PAGES 63 and 64 ARE BLANK )

CITY OF BOSTON  
COMMUNITY DEVELOPMENT BLOCK GRANT  
(C.D.B.G.)  
GENERAL TERMS AND CONDITIONS

GENERAL COMPLIANCES REQUIRED OF CONTRACTORS

A. Overall Compliance

The CONTRACTOR employed under this AGREEMENT shall comply with all the provisions of the Housing and Community Development Act of 1974, as amended, regulations issued pursuant thereto, and such directives, and instructions as may be issued from time to time in connection therewith by the Department of Housing and Urban Development, and with all other Federal, State, and Local laws applicable to its activities.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATORY PRACTICES

A. General

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religions, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by setting forth the provisions of this nondiscrimination clause.  
(24 CFR 130.15)

B. Construction Contracts

The following provisions, shall also apply when this AGREEMENT is for construction, demolition, landscaping, or similar activities and the AGREEMENT amount is greater than TEN THOUSAND DOLLARS (\$10,000.00).

- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin (24 CFR 130.15).
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment (24 CFR 130.15).
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor (24 CFR 130.15).
- (5) The CONTRACTOR will furnish all information and reports (set forth in section XV. A. herein) required by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders (24 CFR 130.15).
- (6) In the event of the CONTRACTOR's non compliance with the non discrimination clause of this contract or with any of such rules, regulations, or order, this contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government Contracts or federally assisted construction CONTRACT procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law (24 CFR 130.15).
- (7) The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any SUBCONTRACTOR or purchase order as the CITY or H.U.D. may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontract or vendor as a result of such direction by H.U.D., the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

C. General Responsibility

(1) The CONTRACTOR agrees that it will be bound by the equal opportunity clause set forth in B., paragraphs 1 through 7 above with respect to its own employment practices when it participates in federally-assisted construction work.

(2) The CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the equal opportunity clause set forth in B., paragraphs 1 through 7 above.

(3) The CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(4) The CONTRACTOR agrees that it will refrain from entering into any contract agreement or contract modification subject to Executive Order 11246 of September 25, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CONTRACTOR agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant, (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.



-100-

Training, Employment and Contracting Opportunities for Business and Lower Income Persons

GENERAL

Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with this section 3 covered project, the following clause (referred to as the so-called "section 3 clause"):

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this section clause and shall post copies of this notice in conspicuous places available to employees and applicants for employment or training.

- D. The CONTRACTOR will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the CONTRACTOR and subcontractors, in any. Failure to fulfill these requirements shall subject the CONTRACTOR and subcontractors, if any, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

(1) Section 3 project areas are defined as:

- a. Areas designed as Urban Renewal areas pursuant to the provisions of Title I of the Housing and Development Act of 1949, the boundaries of said Urban Renewal areas are set forth in Exhibit A of the AGREEMENT.
- b. Areas designated as Model Cities areas pursuant to the provisions of the Demonstration Cities and Metropolitan Development Act of 1966, the boundaries of said Model Cities area is set forth in Exhibit B of this AGREEMENT.
- c. If the project is not in one of the above areas, the project boundary shall be coextensive with the boundaries of the City of Boston (24CFR § 135.15).

(2) The Income Limit for the purpose of Section 3 is as follows:

- a. Lower income project area resident is one whose family income less than 90% of the median income for the Boston area (24CFR § 135-5(6)(3)). Said income limitation has been set by the HUD secretary as thirteen thousand nine hundred (13,900) dollars.

See  
Attached  
Maps

Pages  
CDBG-33 to  
CDBG-34

(3) Section 3 businesses are defined as:

- a. Business concerns located within the Section 3 covered area means the individuals or firms located within the project area as defined above (24CFR § 135.5(b)) listed on the Department's registry of eligible business concerns and which qualify as small businesses by the Small Business Administration.
- b. Business concerns owned in substantial part by persons residing in the Section 3 project area means these business concerns which are: 51% or more owned by persons residing within the Section 3 area, as set forth above; listed on the Department of Housing and Urban Development Registry; owned by persons considered to be socially or economically disadvantaged; and which qualify under the Small Business size standards of the Small Business Administration (24CFR § 135.5(c)).

For compliance with parts B., C., and D. which follow, TABLES AAP-1 to AAP-5 are provided in the section marked with pages ST-3 to ST-5.

5. Utilization of Lower Income Residents as Trainees (TABLE AAP-1, Page ST-3)

- (1) The CONTRACTOR agrees that he will, to the greatest extent feasible, utilize the maximum number of persons, eligible section 3 project area residents, in the various training categories in all phases of the work to be performed under this AGREEMENT; and, to fill all vacant training positions with lower income project area residents, except for those positions which remain unfilled after a good faith effort, as defined herein, has been made to fill them with eligible lower income project area residents (24CFR S. 135.40).

(2) For the purposes of this Agreement and Section 3 a good faith effort shall include but not be limited to, the following:

- a. Determining the maximum number of trainees which may be utilized in each construction and non-construction phase of the Section 3 project in question.

1. Determining the Number of Trainees

- i. Construction Contracts

- a. For the building construction occupations, the number of trainees or apprentices for each occupation shall be that number which can reasonably be utilized in each occupation on each phase of a Section 3 covered project and in no event shall that number be less than the number of trainees or apprentices determined pursuant to regulations issued by the Secretary of Labor for each building construction occupation, as set forth in the Equal Employment Opportunity Notices on pages EEO-1 to EEO-12 of this document.

- ii. Non Construction Contracts and Construction Contracts not covered by the above paragraph.

- a. Building construction occupations for which ratios are not determined pursuant to regulations of the Secretary of Labor, the number of trainees for each occupation shall be that number which can reasonably be utilized in each occupation on each phase of a Section 3 covered project. The contractor or subcontractor shall initially determine the maximum number of trainees for each occupation and submit that determination along with its justification to the Department.
- b. Establishing a goal of the number of trainee positions which shall be filled by low-income project area residents.
- c. Advertising trainee positions in local media (24CFR § 135.50(2)).
- d. Conspicuously posting training opportunity notices on the proposed project site (24CFR § 135.50(a)(2)).



- e. Sending notices to community organizations located in the project area requesting referrals. (Examples: Project Area Committee, Service Employment & Redevelopment, Opportunities Industrialization Center, Urban League, Concentrated Employment Program, etc.) (24CFR § 135.60(a)(2)).
- f. Maintaining a list of all lower-income project area residents who apply on their own initiative (or who are referred from any source), and employing such persons if otherwise qualified. If no vacancy exists, the applicant shall be listed for the first available vacancy (24CFR § 135.60(a)(3)).
- g. Where the CONTRACTOR fills a vacant position, which otherwise could be filled by a low-income resident of the project area, immediately prior to undertaking work pursuant to this AGREEMENT, the CONTRACTOR shall set forth evidence, acceptable to the Secretary of the Department of Housing and Urban Development, that his actions were not an attempt to circumvent the regulations set forth in Section 3 and this AGREEMENT (24CFR § 135.60(b)).

C. Utilization of Lower-Income Area Residents as Employees. (TABLE AAP-  
Page ST-4)

- (1) The CONTRACTOR agrees that, to the greatest extent feasible, he will fulfill his obligation under Section 3 and this AGREEMENT, to utilize lower-income area residents as employees by:
  - a. Identifying the number of positions in the various occupational categories including skilled, semi-skilled and unskilled labor, needed to perform each phase of the Section 3 covered project (24CFR § 135.55(a)).
  - b. Identifying of the positions identified in paragraph (a) of this section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees (24CFR § 135.55(b)).
  - c. Identifying, of the positions identified in paragraph (a) of this section, the number of positions in various occupational categories which are not currently occupied by regular, permanent employees (24CFR § 135.55(c)).
  - d. Establishing, of the positions identified in paragraph (c) of this section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area (24CFR § 135.55(d)) and

- e. Making a good faith effort to fill all of the positions identified in paragraph (d) of this section with lower income project area residents (24CFR § 135.55(e)).

(2) For the purpose of this Section 3 and AGREEMENT, a good faith effort shall include, but not be limited to, the following:

- a. Establishing a goal of the number of those positions identified in #1 above which shall be filled by low-income project area residents.
- b. Recruiting lower-income residents from the appropriate areas by:
  - (i) advertising in the local media (24CFR § 135.60(a)(2)).
  - (ii) conspicuously placing signs at the proposed project site (24CFR § 135.60(a)(2)).
  - (iii) contacting community organizations and public or private institutions operating within or serving the project area (24CFR § 135.60(a)(2)).
- c. Where the CONTRACTOR fills a vacant position, which otherwise could be filled by a low-income resident of the project area, immediately prior to undertaking work pursuant to this AGREEMENT, the Contractor shall set forth evidence, acceptable to the Secretary of the Department of Housing and Urban Development, that his actions were not an attempt to circumvent the regulations set forth in Section 3 and this AGREEMENT (24CFR § 135.60(b)).

D. Utilization of Business Located in or Owned in Substantial Part by Persons Residing in the Project Area. (TABLE AAP-3, Page ST - )

- (1) The CONTRACTOR agrees to make a good faith effort to achieve the goals and estimated dollar amounts of sub-contracts to be awarded to eligible businesses and entrepreneurs, as set forth in the CONTRACTOR's Section 3 Business Affirmative Action Plan, which was submitted prior to the award of this AGREEMENT (24CFR § 135.70(h)(i)). In developing an Affirmative Action Plan the Contractor shall:

- a. Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project in question (24CFR § 135.70(a)).
- b. Analyze the information set forth in paragraph (a) of this section and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) of this section, and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the

eligible businesses and entrepreneurs within each category over the duration of the section 3 covered project (24CFR § 135.70(b)).

- c. Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified (24CFR § 135.70(c)). This program should include, but not be limited to the following actions:

(i) ~~DISSECTION OF FORM AAP-3 OF THE SECTION 3 PLAN OF THE CONTRACTOR OR SUBCONTRACTOR LEITING ANY CONTRACT AGREEMENT IN ANY BID DOCUMENTS.~~

(ii) Identification within the bid document, if any, the applicable section 3 project area.

- d. Indicate the anticipated process and steps which have been taken and/or will be taken to secure the cooperation of contractors, subcontractors and unions in meeting the goals and carrying out the affirmative action plan developed pursuant to this subpart (24CFR § 135.70(d)).
- e. Take steps to insure that the appropriate business concerns included in the Department's registry for the Section 3 covered project area are notified of pending contractual opportunities either personally or through locally utilized media. All contractors and subcontractors which so notify concerns, included in the Department's registry, of available contracts and of opportunities to submit bids, shall satisfy all requirements of this Part for notification of business concerns located within the Section 3 covered project area and business concerns owned in substantial part by persons residing in the Section 3 covered project area (24CFR § 135.70(e)).



- f. Take steps to insure that CONTRACTS which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area (24CFR § 135.70(f)).
  - g. Where competitive bids are solicited, require the bidders to submit their utilization goals, and their affirmative action plans for accomplishing their goals, and in evaluating each bid to determine its responsiveness, carefully evaluate the bidders' submission to determine whether the affirmative action plan proposed will accomplish the stated goals (24CFR § 135.70(g)).
  - h. Where advantageous, seek the assistance of local officials of the Department in preparing and implementing the affirmative action plan (24CFR § 135.70(h)).
- (2) For the purposes of Section 3 and this AGREEMENT a good faith effort to implement the Affirmative Action Plan includes, but is not limited to, the following:
- (i) Compliance with paragraphs c,d,e,f,g, of the above requirements for the Affirmative Action Plan, as set forth in the Section 3 requirements of the bid documents (24CFR § 135.70(i)).
  - (ii) Attempt to recruit from the appropriate areas the necessary eligible business concerns through: Local advertising media, signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area such as Project Area Committees (PAC) in urban renewal areas, Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, or the U.S. Employment Service, as well as the Chamber of Commerce and any equivalent organizations in the Section 3 covered project area (24CFR § 135.70(i)).

FOR COMPETITIVE BID CONTRACTS ONLY: The attention of all bidders is directed to regulation 24 CFR Part 135, Subpart C, Section 135.70 (g), which requires all interested bidders to submit a Section 3 Plan (Pages ST-1 to ST-7) to the City of Boston for review. Accordingly, ALL BIDS SUBMITTED FOR CONSIDERATION MUST BE ACCOMPANIED BY A SECTION 3 PLAN COMPLETED BY THE BIDDER. The City of Boston will NOT CONSIDER ANY BID THAT IS NOT ACCOMPANIED BY A COMPLETED SECTION 3 PLAN.



F. Notice of Intention to Comply With Section 3

The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining AGREEMENT or other CONTRACT or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

G. Subcontracts

The CONTRACTOR will include this Section 3 clause in every subcontractor for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development (24CFR § 135). The CONTRACTOR will not subcontract where it has notice or knowledge that the latter has been found in violation of regulations under (24CFR 135) and will not let any subcontract unless the SUBCONTRACTOR has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

H. Reporting

The CONTRACTOR will furnish all information and reports required by Section 3 and the rules, regulations and orders of the Secretary of the Department of Housing and Urban Development, set forth in Section XV., subsection B, herein.

I. Sanctions

Compliance with the provisions of Section 3, the regulations set forth in 24CFR § 135 and all applicable rules and orders of HUD issued thereunder prior to the execution of the CONTRACT, shall be a condition of the federal financial assistance provided to the project, binding upon the CITY and its successors and assigns. Failure to fulfill these requirements shall subject the CITY, its CONTRACTOR's, SUBCONTRACTOR's, and assigns to those sanctions specified in the City's CONTRACT with HUD under the Housing and Community Development Act of 1974, and such sanctions as are specified by 24CFR § 135.

NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1975

This AGREEMENT is subject to the requirements of the Title VI of the Civil Rights of Act of 1964 and HUD regulations with respect thereto, including the regulations under 24CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this AGREEMENT, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis or race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

CONFLICT OF INTEREST

The Contractor agrees to comply with provisions of the Conflict of Interest Law. The Contractor shall not act in collusion with any CITY officer, agent, or employee, or any other party, nor shall the Contractor agree to job-related gifts, regarding this CONTRACT or any other matter in which the CITY has a direct and substantial interest. The Contractor agrees to incorporate a provision prohibiting such interest in all subcontracts.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any CONTRACT or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the AGREEMENT.

## II. POLITICAL ACTIVITY

None of the funds, materials, property or services provided directly or indirectly under this shall be used by CONTRACTOR for any partisan political activity, or to further the election or defeat of any candidate for public office, or to further the interest of any partisan political party in contravention of Chapter 15 of Title 5, United States Code (Hatch Act) or in contravention of the Corrupt Practices Act of the Commonwealth of Massachusetts.

## VIII. PROPERTY MANAGEMENT

The utilization and disposition of real and personal property acquired in whole or in part with funds provided under this AGREEMENT shall be in accordance with the principals set forth in Federal Management Circular 74-7 Attachment N codified in the Code of Federal Regulations at, 34 CFR § 256, which document is hereby incorporated in and made a part of this AGREEMENT by reference.

## IX. RETENTION AND CUSTODY OF AND ACCESS TO PROJECT RECORDS

### A. Retention of Records

Financial records, supporting documents, statistical records and all other records pertinent to the Project Grant and Budget shall be retained by the CONTRACTOR for a period of three years from the date of the submission of the CITY'S Annual Performance Report, except as follows:

- i. records that are the subject of audit findings shall be retained for three years after such findings have been resolved;
- ii. records for nonexpendable property which was acquired with the Project Grant shall be retained for three years after such findings have been made.
- iii. records for any displaced person shall be retained for three years after such person has received final payment.

When records are transferred to or maintained by HUD or the City, the three-year retention requirement is not applicable to the CONTRACTOR



B. Custody of Records

HUD or the CITY shall request transfer of certain records to its custody when either determines that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, HUD or the CITY may make arrangements with the CONTRACTOR to retain any records which are continuously needed for joint use.

C. Access to Records

The CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or their duly authorized representatives, shall, for a period of three years, or, such longer periods as may be duly authorized, have access to any books, documents, papers and records of the CONTRACTOR, which are pertinent to any matter covered in this AGREEMENT, for the purpose of making audit, examination, excerpt, and transcriptions. \_\_\_\_\_

D. Financial Records

- (1) Accurate, current, and complete disclosure of the financial results of each grant program shall be kept in accordance with Federal reporting requirements. HUD requires reporting on an accrual basis. If accounting records are not kept on that basis, the CONTRACTOR should develop such information through an analysis of the documentation on hand or on the basis of best estimates. Federal management circular 74-7 App. 6 Section (1.a).
- (2) Records shall be kept which identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income (Federal Management Circular 74-7 App. 6 Section 1.b).
- (3) There shall be effective control over and accountability for all funds, property, and other assets. The CONTRACTOR shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes (Federal Management Circular App. 6 Section 1.c).
- (4) Accounting records shall be supported by source documentation (Federal Management Circular 74-7 App. 6 Section 1.g).



(5) Audits may be made by the CITY or at the CITY's direction to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations, and administration requirements.

(6) There shall be a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

## X. COPYRIGHTS AND PATENTS

### A. Copyrights

The CONTRACTOR agrees that where any activity performed under this AGREEMENT results in a book or other copyrightable material the Contractor is free to copyright the work, but the CITY and HUD reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes (Federal Management Circular 74-7 App. A Section 7 B).

### B. Patents

The CONTRACTOR agrees that if activities performed under this AGREEMENT produce any patentable items, patent rights, processes, or inventions, such fact shall be promptly and fully reported to the CITY and HUD, and, absent an AGREEMENT to the contrary, HUD shall determine whether protection on such invention or discovery shall be sought and how the rights in the invention or discovery--including the rights under any patent issued thereon--shall be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" (Federal Management Circular 74-7 App. Section A).

## XI. LABOR REQUIREMENT FOR CONSTRUCTION CONTRACTS

The following requirements shall apply to construction contracts in excess of two thousand (\$2,000.) dollars.

### 1. APPLICABILITY

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

## 2. MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the CITY OF BOSTON for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

## 3. UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the CITY OF BOSTON in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the CITY OF BOSTON may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the CITY OF BOSTON for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

#### 4. ANTICIPATED COSTS OF FRINGE BENEFITS

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the CITY OF BOSTON with the first payroll filed by the Contractor subsequent to receipt of the findings.

#### 5. OVERTIME COMPENSATION REQUIRED BY CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).



shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## 6. EMPLOYMENT OF APPRENTICES/TRAINEES

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

b. Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be



paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U. S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## I. Application of 29CFR Part 5a

On contracts in excess of \$10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in Section 5.2(c) shall also be subject to the provisions of Part 5a of this subtitle. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a of this subtitle (29CFR 5.5(a)(4)(iii)).

### 1. The contractor agrees:

- (i) That he will make a diligent effort to hire for the performance of the contract a number of apprentices or trainees, or both, in each occupation, which bears to the average number of journeymen in that occupation to be employed in the performance of the contract the applicable ratio as determined by the Secretary of Labor;
- (ii) That he will assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, where feasible. Feasibility here involves a consideration of (a) the availability of training opportunities for first year apprentices, (b) the hazardous nature of the work for beginning workers, (c) excessive unemployment of apprentices in their second and subsequent years of training.
- (iii) That during the performance of the contract he will, to the greatest extent possible, employ the number of apprentices or trainees necessary to meet currently the requirements of subdivisions (i) and (ii) of this subparagraph.

2. The contractor agrees to maintain records of employment by trade of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.
3. The contractor who claims compliance based on the criterion stated in 5a.4(b) agrees to maintain records of employment, as described in 5a.3(a)(2), on non-Federal and non-federally assisted construction work done during the performance of this contract in the same labor market area. The contractor agrees to make these records available for inspection upon request of the Department of Labor and the Federal agency concerned.
4. The contractor agrees to supply one copy of the written notices required in accordance with 5a.4(c) at the request of Federal agency compliance officers. The contractor also agrees to supply at 3-month intervals during performance of the contract and after completion of contract performance a statement describing steps taken toward making a diligent effort and containing a breakdown by craft, of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. One copy of the statement will be sent to the agency concerned, and one to the Secretary of Labor.
5. The contractor agrees to insert in any subcontract under this contract the requirements contained in this paragraph (29 CFR 5a.3 (a) (1), (2), (3), (4), and (5). Sections 5a.4, 5a.5, 5a.6, and 5a.7 shall also be attached to each such contract for the information of the contractor. The term "contractor" as used in such clauses in any subcontract shall mean the subcontractor.

- c. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

## 7. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

### 8. REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof. (see Exhibit C pages C086-32 to C086-39).

### 9. EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the CITY OF BOSTON and a report of the action taken shall be submitted by the CITY OF BOSTON through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

### 10. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The CITY OF BOSTON shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the CITY OF BOSTON shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

### 11. POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.



No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

### 13. CLAIMS AND DISPUTES PERTAINING TO WAGE RATES

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the CITY OF BOSTON for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

### 14. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the CITY OF BOSTON and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

### 15. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the CITY OF BOSTON. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing



benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the CITY OF BOSTON and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

#### 16. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

#### 17. INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the CITY OF BOSTON's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

#### 18. PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

In addition to the causes for termination of this Contract as herein elsewhere set forth, the CITY OF BOSTON reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

### General Labor Compliance Procedures

- (1) Before construction begins the CONTRACTOR agrees that he has:
  - a. Not been debarred or otherwise made ineligible to participate in any Federal or Federally-assisted project.
  - b. Reviewed and understands all labor standards CONTRACT provisions.
  - c. Received and reviewed the wage decision as part of the CONTRACT provisions.
  - d. Requested through the CITY and received the minimum wage for each classification to be worked on the project which was not included on the wage decision by the additional classification process and before allowing any such trade(s) to work on the project.
  - e. Requested and received certification of his apprenticeship program from the State's Bureau of Apprenticeship and Training (recognized by USEAT) and submitted copy thereof to the recipient prior to employment on the project. Likewise "trainee" program certification from U.S.B.A.T. if applicable, must be submitted.
- (2) At Construction Start the CONTRACTOR agrees that he has:
  - a. Notified the CITY of construction start date in writing.
  - b. Has placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable any time during construction):
    - (i) Wage Decision;
    - (ii) Notice to Employees;
    - (iii) Safety and Health Protection on the Job;

- c. Before assigning each project worker to work, has obtained worker's name, best mailing address, and Social Security Number (for payroll purposes).
- d. Has obtained a copy of each apprentice's certificate with the apprentice's registration number and his year of apprenticeship from the State B.A.T.
- e. Has informed each worker of:
  - (i) His work classification (journeyman or job title) as it will appear on the payroll.
  - (ii) His duties of work.
- f. The U.S. Department of Labor's requirement on the project that he is either a journeyman, apprentice, or laborer -
  - (i) If journeyman, he is to be paid journeyman's minimum wage rate or more;
  - (ii) If apprentice, he is to be paid not less than the apprentice's rate for the trade based on his year of apprenticeship; or
  - (iii) If laborer, he is to do laborers work only, is not use any tool or tools of the trade - and not perform any part of a journeyman's work - and is paid the laborer's minimum wage rate or more.
- g. Agrees that each laborer or mechanic who performs work on project in more than one classification within the same workweek shall be classified and paid at the highest wage rate applicable to any of the work which he performs unless the following requirements are met:
  - (i) Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification, and must be signed by the workman.
  - (ii) The payroll shall show the hours worked in each classification and the wage rate paid for each classification.

(1) The pay roll shall be signed by the foreman of a signed copy of the daily time record shall be attached thereto.

- h. The CONTRACTOR will inform each worker of his hourly wages (not less than the minimum wage rate for his work which is stated in the Wage Decision.)

- (i) Time and a half for all work over 8 hours any day or over 40 hours any workweek (See CONTRACT Work Hours Safety Standards Act).
- (ii) Fringe benefits, if any (See Wage Decision for any required).
- (iii) Deductions from his pay will inform each worker that he is subject to being interviewed on the job by the recipient or a HUD, Department of Labor, or other U.S. Government inspector, to confirm that his employer is complying with all labor requirements.
- (iv) Has informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working.

(3) During Construction the CONTRACTOR agrees that he:

- (i) has employed all registered apprentices referred to him through normal channels up to the applicable ratio of apprentices to journeyman in each trade used by the employer.
- (ii) will maintain basic employment records accessible to inspection by the recipient or U.S. Government representative.
- (iii) is complying with all health and safety standards.
- (iv) has paid all workers weekly.

#### D. Reporting

The CONTRACTOR will furnish all information and reports required under the Copeland Act and the Davis-Bacon Act and by the rules regulations, and orders of the Secretary as set forth in Section XV subsection C of this Part.



## XII WORK HOURS AND SAFETY STANDARDS

in construction contracts in excess of \$2,000 and other contracts in excess of \$2,500, the CONTRACTOR agrees to comply with sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-5). Under section 103 of the Act, the CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

## XIII ENVIRONMENTAL CONSIDERATIONS

### A. Flood Disaster Protection

The Owner of land subject to acquisition or improvement under this CONTRACT, and its successors or assigns, are hereby obligated to obtain and maintain, during ownership of the land which is the subject of this CONTRACT, such flood insurance as is required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. This obligation is binding notwithstanding the fact that construction on the land which is the subject of this contract is not itself funded out of assistance provided under the Housing and Community Development Act of 1974.

### B. Compliance with Clean Air Act and Federal Water Pollution Control Act

- (1) The CONTRACTOR stipulates that any facility to be utilized in the performance of this CONTRACT is not listed on the List of Violation Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) The CONTRACTOR agrees to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 102 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 102, and all regulations and guidelines issued thereunder.

(3) The CONTRACTOR stipulates that as a condition for the award of this contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and that it will take such action as the Government may direct as a means of enforcing such provisions.

C. Lead-Based Paint

The CONTRACTOR agrees to comply, where applicable, with HUD Lead-Based Paint regulations, 24CFR, Part 35, including the elimination of lead-based paint hazards under subpart B of said regulations. The CITY is responsible for the inspections and certifications required under section 35.14(f) thereof.

D. Historic Preservation

The CONTRACTOR agrees to assist the CITY in complying with the requirements of the National Historic Preservation Act of 1966, (P.L. 89-663) Preservation Act of 1974 the Archaeological and Historic (P.L. 93-291), Executive Order 11593, the procedures outlines in 36CFR800 pertaining to the Advisory Council on Historic Preservation, the Historic Districts Act of the Commonwealth of Massachusetts (M.G.L. Chapter 40C).

IV. DESIGN CONTRACTS

The CONTRACTOR shall comply with the Architectural Barriers Act of 1968 and the "American Standard Specification for Making Buildings and Facilities Accessible and Usable by the Physically Handicapped" (Number A-117.1R-1971), as modified (41CFR 101-17.703) in the design of any facilities under this CONTRACT.

V. REPORTING REQUIREMENTS

A. Equal Opportunity and non discriminatory Practices. The following apply to construction CONTRACTS of \$10,000 or more:

(1) Each week, the CONTRACTOR shall complete and file with the CITY, through the City's Office of Human Rights, an Equal Opportunity Compliance report on a form to be supplied by the CITY.

- a. Whenever the CONTRACTOR or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing such information as to such labor union's or agency's practices and policies as the Official may require, provided that to the extent such information is within the exclusive possession of a labor union or agency, referring to workers or providing or supervising apprenticeship or training and if such labor union or agency shall refuse to furnish such information to the CONTRACTOR, the CONTRACTOR shall so certify to the Official as part of his compliance report, and shall set forth what efforts he has made to obtain such information.
- b. The CITY requires that the CONTRACTOR or SUBCONTRACTOR shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective CONTRACTOR or SUBCONTRACTOR deals with, supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religious creed, national origin, sex, age or ancestry and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this section or that he consents and agrees that recruitment, employment, and the terms and conditions of employment.

## (2) Monthly Reports

On the fifth day of every month, the CONTRACTOR shall complete and file with the CITY and the regional offices of United States Department of Housing and Urban Development and the Department of Labor, a Manpower Utilization Report, on a form to be supplied by the CITY.

## (3) Annual Reports

- a. Each prime contractor shall file, and each prime contractor and subcontractor shall cause its subcontractors to file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100(EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor



(i) is not exempt from the provisions of the "rules and regulations" in accordance with 41 CFR 50-1.3;

(ii) has 100 or more employees;

(iii) is a prime contractor of first-tier subcontractor; and

(iv) has a nonexempt contract, subcontract or purchase order, serves as a depository of Government funds, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any subcontractor below the first tier which performs construction work shall be required to file such a report if it meets requirements of subdivisions (i), (ii), and (iv) of this subparagraph.

b. Each person required by subparagraph of this paragraph to submit reports shall file such a report with the Department within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with subparagraph (1) of this paragraph, or at such other intervals as the CCO or the Director may require. The Department, with the approval of the Director, may extend the time for filing any report.

Training, Employment and Contracting Opportunities for Businesses and lower income persons.

(1) Periodic Reports

a. The CONTRACTOR shall submit to the CITY . . . when requested, documentation of the fact that he had made a good faith effort, to comply with section 3 requirements, as set forth in 24CFR 8 135 and Section III of this PART.

b. For each employee hired by the CONTRACTOR whom the CONTRACTOR claims to be a section 3 resident, the CONTRACTOR shall maintain on file for inspection a FORM AAP-1 for each such employee. The CITY reserves the right to interview employees working under this contract during working hours on the job.



At the request of the CITY, the Department of Housing and Urban Development, and/or the Department of Labor, the CONTRACTOR shall produce records and documentation pertaining to the CONTRACTOR'S good faith efforts to comply with the Section 3 provisions. The CITY and HUD also reserve the right to perform Section 3 audits.

### C. Labor Standards

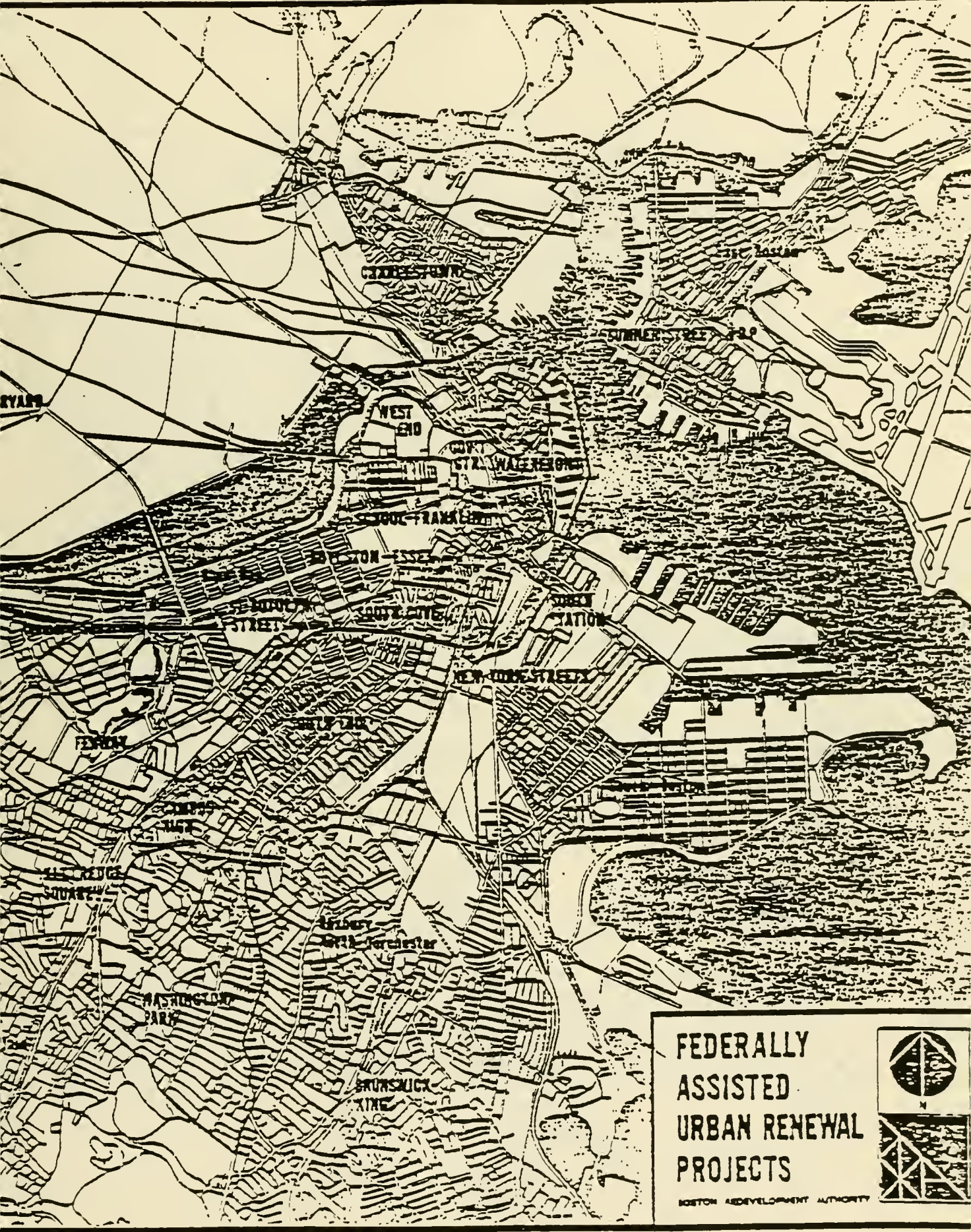
The following reporting requirements apply to construction Contracts in excess of two thousand (\$2,000) dollars.

#### (1) Weekly Reports

The CONTRACTOR and all subcontractors and lower-tier subcontractors shall complete and file with the CITY, weekly payroll information, on a form supplied by the CITY. The form shall be accompanied by a statement signed by the employer or his agent indicating that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classification set forth for each laborer or mechanic conforms with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this AGREEMENT and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a) (1) (iv) shall satisfy this requirement. This prime CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The CONTRACTOR will make available the records required under the labor standards clauses of the CONTRACT for inspection by authorized representatives of HUD, the CITY, and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. The submission procedure is:

- a. Each lower-tier subcontractor, after careful review, shall submit required documents to the respective subcontractor.
- b. Each subcontractor, after checking his own and those of each lower-tier subcontractor, may have to submit required documents to the PRIME CONTRACTOR.
- c. The CONTRACTOR after reviewing all payrolls and other documentation, including his own, and correcting violations where necessary, shall submit required documents to the CITY. Said payroll forms are to be submitted seven (7) days after the end of each pay period.



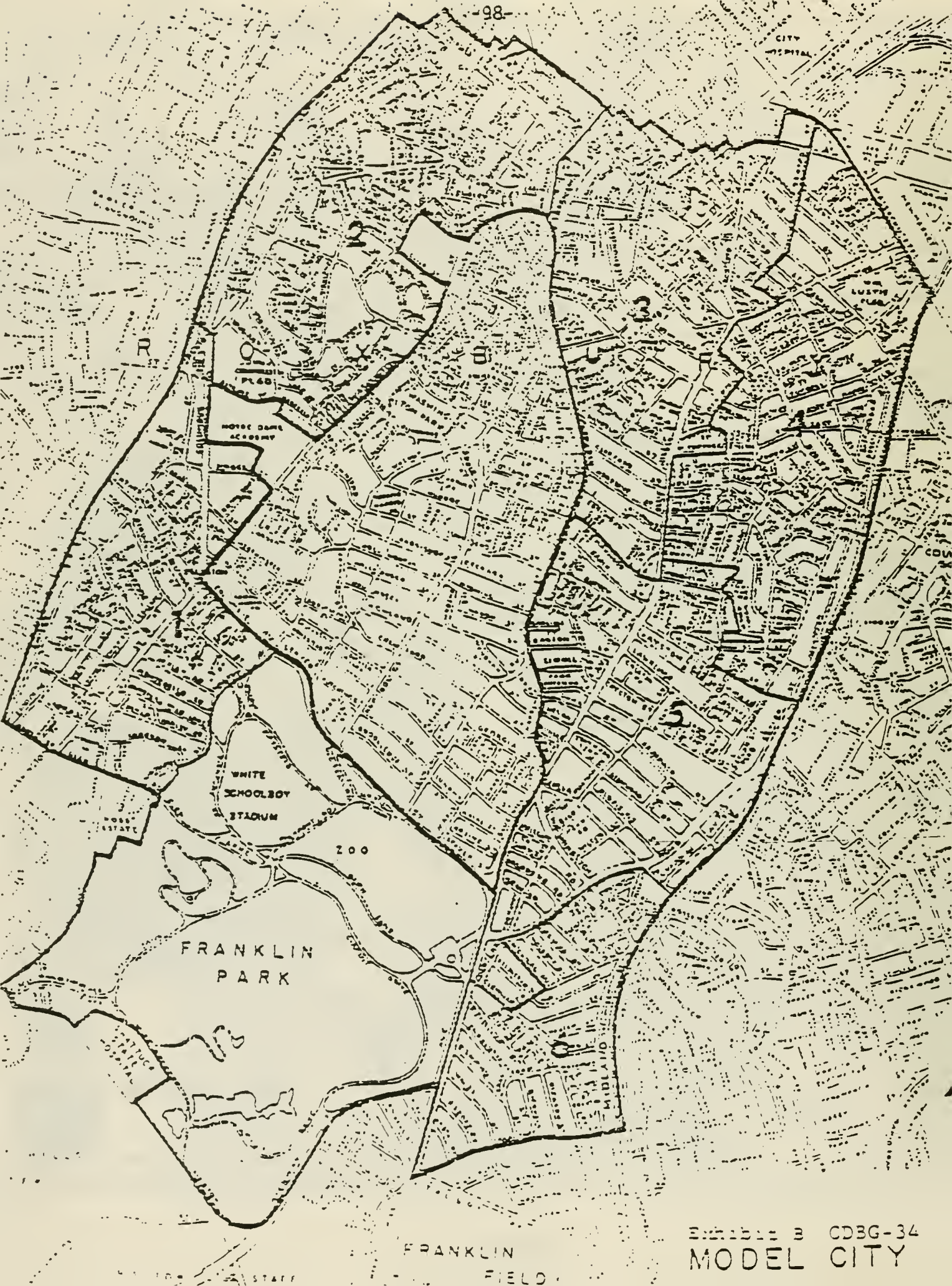


FEDERALLY  
ASSISTED  
URBAN RENEWAL  
PROJECTS

BOSTON REDEVELOPMENT AUTHORITY







## EXHIBIT C

### ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISIONS SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED PURSUANT THERETO BY THE SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR

#### TITLE 18, U.S.C. section 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C. sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 362)

#### KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

#### SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948, 62 Stat. 362, 63 Stat. 108, 72 Stat. 967, 40 U.S.C. sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply in such statements.

--- X X X ---

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 2. The term "this part," as used in the regulations hereinafter set forth, refers to Part 2 last above mentioned. Such regulations are as follows:

#### TITLE 29 - LABOR

##### Subtitle A - Office of the Secretary of Labor

#### PART 2-CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

##### Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14.



(e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Fair Labor Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

### Section 3.2 Definitions.

As used in the regulations on this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or forming and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "procurement," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, procurement, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, procurement, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, procurement, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and is officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, production, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 341, "Statement of Compliance", or on an identical form on the back of WH 317, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 317 and WH 341 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 93, Jan. 4, 1964, as amended at 33 F.R. 18116, July 17, 1968]

#### Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within week time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his current classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

#### Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Thrift Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 2(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27 (a) of this title shall be kept.

### Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.



### Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

### Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

### Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

### Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

### Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, reconstruction, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5 (a) of this subtitle.



## THE EDWARD EVERETT HALE HOUSE

The Edward Everett Hale House is a large two-story structure with a gable roof set side to street. Five bays wide by four bays deep, the house is dominated by a three-bay wide portico. The roofline is broken by pairs of lateral chimneys, a pair of double-sashed, pedimented dormers that flank the portico, and is crowned by a cupola. The giant tetrastyle Ionic portico is missing the rightmost fluted column and the leftmost column. The entablature of the portico's low triangular pediment continues around all elevations having a complete return which forms an imitative pediment on the gable ends.

Pairs of wide pilasters frame the facade's end window bays, and flat trabiated members border the elongated ground floor windows. The inner windows are defined by eared corner mouldings. Only the pair of ground floor windows to the right of the central entrance retain their original 6/9 pane sashes, since the left pair have been reduced and the bottom filled in. The upper story 6/6 pane sashes set close to the cornice appear intact.

The dignified entrance illustrates more typical Greek Revival elements; a broad eared corner moulding surrounds the large paned transom and side lights. The door is not original. One originally reached the entry laterally from the portico's side. Now a modern stairway at the center leads up to the porch.

The walls of the facade are flush-boarded, and the walls of the other elevations are covered in clapboarding.

The center door in the south elevation is flanked by side lights, topped by a wide rectangular transom, and crowned with a cornice. The wide center hall extends through the house from front to rear and divides the four rooms on the first floor into pairs. To the left of the hall are the living room in front and the dining room behind. To the right of the hall is the study in front, a lateral stair hall with the staircase in the center and in the rear corner, the kitchen. The walls are plastered and the floors are of wide boards. The three principal rooms have their original marble mantels.

The second floor has four bedrooms and a bath and three of the four marble mantels are still in place. The third floor contains five more chambers and a bath.

The Edward Everett Hale House is an outstanding example of a large frame Greek Revival residence. It was built during a period which witnessed large-scale development of a rural neighborhood into a dense suburb representing all phases of Victorian architectural styles. The most notable owner of this house was Edward Everett Hale, (1822-1909), Unitarian clergyman, humanitarian reformer, and author of the short story, "The Man Without A Country", (1863), who lived in the house from 1869 to 1909.

The Hale House was probably built in 1841 by a carpenter named Benjamin Kent and was originally located at 39 Highland Street, around the corner from its present location on Morley Street. Highland Street had been laid out in 1825 by a group of citizens who bought a 26 acre parcel in Roxbury Highlands including the site of the Roxbury High Fort in order to create a

pleasant residential community and to preserve the Fort. Only scattered building occurred on Highland Street until the mid 1830 's when purchasers of large lots began to build handsome residences in the current fashionable architectural styles. Soon the pattern of development during the mid-19th century consisted of a gradual selling off of individual lots on which detached single or double houses were built, either by the original developer, by a speculative builder, or by a new owner for his own use. By the end of the century, the "pleasant residential community" envisioned by its formulators had become a densely built up suburb with a full cross section of suburban architecture and building types.

According to early deeds, Benjamin Kent in 1841 purchased a large lot between Highland and Centre Street "with a mansion thereon". Only a year later, he sold the parcel "with the mansions there on" for nearly twice the original cost. The structure built then is an elaborate example of the prevailing stylistic idiom, Greek Revival, often borrowed by builders for their suburban residences.

When the house came into the possession of the Reverend Edward Everett Hale in 1869, its land was considerably reduced. Hale lived there until his death in 1909. Between 1899 and 1906, the house was moved from its Highland Street frontage around the corner to 12 Morley Street.

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Text prepared by Judith McDonough of the Boston Redevelopment Authority, as part of an inventory for the National Register of Historic Places, Boston Landmarks Commission, March, 1973.

JULY 1978







12 MORLEY STREET

1975





## SPECIAL CONDITIONS

### SPECIAL CONDITIONS FOR CONTRACT FOR EXTERIOR ARCHITECTURAL RESTORATION WORK

EDWARD EVERETT HALE HOUSE  
12 MORLEY STREET

#### PROJECT SITE

The Project Site is in the Kittredge Square Urban Renewal Area, Project Mass. R-167.

#### GENERAL DESCRIPTION OF WORK

1. The work to be done under the contract include the complete restoration of the exterior of the structure; rebuilding some components, replacing others, and restoring other sections of the facade and trim, in place. The work does not include or affect the interior planning and/or rehabilitation of the interior beyond the control of the fixed opening for doors and windows, and the installation of casings, headers, window aprons, and other interior window or door trim that is saved and replaced under this contract.
2. The work shall be performed as described herein together with all incidental work outlined in the specifications, or obviously implied and necessary to complete the work in full accordance with these Specifications and other Contract Documents, City Building Codes and regulations, and the directions of the Authority.
3. The work shall include furnishing all labor, tools, supplies materials, and equipment; shoring as required by existing conditions; construction as indicated or required and directed; protecting existing, structures, properties and utilities, cleaning up the site, and performing any and all other miscellaneous items required to complete the work in its entirety; all under the supervision of the Authority or their duly authorized representatives.
4. The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on the site, the sidewalk, or in the public street adjacent to the work, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Authority may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws. The contractor shall also comply with the "Construction Safety and Health Regulations" of the Occupational Safety and Health Administration United States Department of Labor.



## TIME FOR COMPLETION AND SEQUENCE OF WORK

1. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Authority in the Notice to Proceed to the Contractor and shall be fully completed within 180 days thereafter. The Contractor shall employ sufficient equipment and workmen to complete the construction as expeditiously as possible as directed by the Chief of Rehab of the Authority. If, in the opinion of the Authority, the progress of the work the Contractor does not, at any time, clearly demonstrate that complete of the installations will meet with the approval of the Authority, the Authority reserves the right to require the Contractor to employ such additional equipment and workmen as required, and to work overtime hours to assure completion dates, all without additional cost to the Authority.

## LIQUIDATED DAMAGES

1. As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Authority the sum of One Hundred Dollars (\$100) as fixed, agreed and liquidated damages for each calendar day of delay from the date stipulated for completion, or as modified in accordance with Section 109.0-CHANGES IN THE WORK under General Conditions, PART 1, until such work is satisfactorily completed and accepted.

## RESPONSIBILITIES OF CONTRACTOR

1. Except as otherwise specifically stated in the Contract Documents, and Technical Specification, the Contractor shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract for Architectural Restoration, complete in every respect within the specified time.

2. The Authority shall be in receipt of a certificate from each manufacturer verifying conformance to the specifications and warranting the quality of all equipment and materials prior to their use by the Contractor.

3. The Contractor shall verify dimensions and locations shown on any plan or details and if any inconsistencies or discrepancies should be noted thereon, or with actual field conditions, or with the Specifications, he shall immediately notify the Authority. The Contractor will be held responsible for any errors resulting from his failure to exercise the aforementioned precaution.

This section is particularly pertinent on restoration work, since doors, windows, barnboards, belt line, featured trim, cornices, columns, capitals and bases, hardware, dimensions, sizing and material usage must be restored or repaired or replaced to match the original.

4. The Contractor shall satisfy himself as to the existing conditions of the areas in which he is to perform his work. The Authority will decide any disputed questions regarding the performance of the work, access to and cleaning up the site.
5. It is the Contractor's responsibility to make his own investigation and related assumptions and to satisfy himself as to any extraordinary conditions and to ensure that these are reflected in the bid.
6. As soon as the Contract is executed, the Contractor shall order materials, submit an outline of procedures and a construction schedule as hereinafter specified. When the Authority gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time For Completion specified.
7. The Contractor's attention is called to the necessity of obtaining building permits and arranging for inspection by the Building Department of the City of Boston. The Contractor shall pay all required fees to the City of Boston.

#### COMMUNICATIONS

1. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
2. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Authority), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
3. All papers required to be delivered to the Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the Boston Redevelopment Authority, at New City Hall, Room 920, Attention Rehabilitation Department, Boston, Massachusetts, and any notice to or demand upon the Authority shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Authority at such address, or to such other representatives of the Authority or to such other address as the Authority may subsequently specify in writing to the Contractor for such purpose.
4. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

#### PARTIAL USE OF SITE IMPROVEMENTS

1. The Authority, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in its opinion, each such section is reasonably safe, fit and



convenient for the use and accommodation for which it was intended, provided:

2. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
3. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
4. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or due to poor workmanship.
5. The period of guarantee stipulated in the Section-GENERAL GUARANTY under GENERAL CONDITIONS, PART 1, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

#### CONTRACT DOCUMENTS AND DRAWINGS

1. The Authority will furnish the Contractor without charge 6 copies of the Contract Documents. Additional copies requested by the Contractor will be furnished at cost. There is no separate set of drawings for this Contract.

#### CONSTRUCTION SCHEDULES

1. The Contractor must submit a construction schedule to the Authority indicating the general dequence of all work under this Contract. The schedule shall define an intended sequence of work which will minimize inconvenience to the residents and to the public; the Contractor shall anticipate the possibility of having to work at preminum hours to accomplish this intent. This schedule must be submitted within 10 days of the date of Contract execution and shall be revised, if required, to the satisfaction of the Authority.
2. The construction operations in the field shall be subject in all respects to the approval of the Authority. The Contractor shall plan his work in an orderly manner and shall coordinate all work, whether performed by himself or his subcontractors, to permit the expeditious completion of the work to be performed under this Contract.

No existing power, light, communications, gas, drainage, sewerage or water facility nor any other existing facility shall be interrupted until approved temporary facilities are provided, or special permission is obtained from the Authority.

#### SHOP AND WORKING DRAWINGS

1. The Contractor shall furnish six copies of any shop drawings which may be required.

2. The Contractor shall be responsible for the prompt submission of all shop and working drawings so that there will be no delay in the work.

3. The approval of shop and working drawings will be general and shall not relieve the Contractor from the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract.

#### PROVISIONS FOR TRAFFIC

1. The Contractor shall not close or obstruct any portion of the street without obtaining permits therefor from the proper municipal authorities. If the street shall be rendered unsafe by the Contractor's operations, he shall make such repairs as shall be acceptable to the Authority.

2. The Contractor shall cooperate in every way possible with the municipal authorities maintaining traffic flow. The Contractor shall notify the Boston Fire Department when the street is to be closed regardless of the length of time or time of day.

3. All barricades shall be signed and lighted and approved by the Authority.

#### SITE INSPECTION

1. It shall be contingent upon the Contractor to inspect the Site as an aid to determining the extent of his work under the Contract prior to submission of his bid.

#### PROTECTION OF EXISTING STRUCTURES

1. All existing walks, pipes, conduits, stairways, curbing, walls, buildings and other structures which are to remain in place shall be carefully supported and protected from injury by the Contractor without additional compensation, and in case of injury, they shall be restored by him without compensation therefore to as good condition as that in which they were found in the opinion of the Authority.

2. The Contractor shall take all necessary measures and conduct all of his operations such as to protect supporting walls and foundations of buildings and other structures immediately adjacent to the Restoration Work.

#### SAFETY

1. The Contractor is referred again to Section 120.0.

2. All safety standards and regulations of the City of Boston, the Commonwealth of Massachusetts, the Occupational Safety and Health Act (OSHA), and the Manual of Safety of the Association of General Contractors shall be followed by the Contractor and the Contractor shall include in his bid all costs for such compliance.

WORK QUANTITY SUBMISSIONS FOR PARTIAL PAYMENTS (See Sections 107.0 and 108.0)

1 The Contractor shall compare his work quantity reports with those of the Engineer as the work progresses and his cumulative totals on a continuous basis as the Engineer may require. At least once each week the Contractor shall make a formal submission of work quantity reports for comparison and approval by the Engineer.

2 Estimates for payment are generally made on a monthly basis, although the period varies. Any quantity reports submitted later than seven calendar days prior to the date established by the Engineer for submission of a partial payment request will not be included.

3 Any violation of any provision of the Specifications which the Engineer deems hazardous to the public or which in his opinion endangers property or the work and which is not remedied at the time for submission of a monthly payment estimate, shall be considered sufficient reason for withholding such submission.

### NOISE CONTROL

1 Equipment to be employed on this site shall not produce a noise level exceeding the following limits in DB(A) at a distance of 50 feet from the equipment under test. (G.S.A. permissible noise levels)

#### Equipment:

Earthmoving	
front loader	75
backhoes	75

Materials Handling	
concrete mixer	75
concrete pump	75
crane	75
derrick	75

Stationary	
pumps	75
generators	75
compressors	75

Impact	
jack hammers	75
rock drills	80
pneumatic tools	80
pile driver	95

Other	
saws	75
vibrators	75

2 The Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations relative to noise control. (See especially OSHA "Occupational Noise Exposure", 1910.95)

3 Stationary equipment shall be furnished with acoustical enclosures as necessary provide the required sound attenuation. Continued maintenance of such enclosures shall be provided by the Contractor to assure that maximum sound levels specified are not exceeded.



4. Monitoring of noise levels shall be performed if directed by the Engineering, and shall be recorded by a reputable noise consultant retained by the Authority or by the City of Boston Air Pollution Control Commission.

5. Additional monitoring may be performed as a result of any significant change in equipment or methods used in any of the Contractor's operations, or in the Engineer's opinion noise levels have increased substantially over those last monitored.

6. The Contractor shall cooperate to the extent required to permit such monitoring.

7. Where field sound measurements reveal sound levels exceeding those listed in Section 422.1 above, the Contractor shall cease operating such equipment and shall either repair or replace it with equipment complying with these sound levels.

Section A      Description of Work

1. The work to be done under this contract includes the repair/restoration/replacement, of exterior trim such as cornices and other wood trim; gutters and conductor pipes; replacement of deteriorated sills, watertable, porch framing, clapboards and siding; the installation of two new columns at the front porch, and the repair of two existing columns; repair and replacement of windows; installation of storm sash and screens; and the installation of new roofing and flashing.
2. "Deteriorated architectural features shall be repaired rather than replaced, whenever possible. Where replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of existing materials or features, or pictorial evidence, rather than on conjectural designs or the availability of different architectural elements from other buildings or structures." (Federal Guidelines for Rehabilitating Historic Buildings, Feb. 1978)
3. In addition, the Contractor shall coordinate his/her work under the Contract with the Boston Redevelopment Authority, with the Property Owner, who will undertake certain Exterior Rehabilitation work at the same time the Exterior Architectural Restoration work is being done. The Property Owner has agreed to cooperate with the General Contractor under this contract.

DEMOLITION

1. Individual demolition items are contained in the description of work for specific areas of restoration, such as cornices, gutters, porch, etc., so that unnecessary exposure to the elements can be minimized through the selective and timely removal of deteriorated materials.
2. Remove general debris from the front and two sides of the building where it is found to be in the way of restoration work.

STAGING

1. All scaffolding and shoring (where necessary) shall be of heavy duty steel, and shall be erected in conformity with the Department of Labor Occupational Safety and Health Regulations, Sub part 1.

SHORING

1. The exterior walls shall be temporarily shored while the deteriorated sill sections are being removed and replaced. "Z" clips or angles may be used with 4" x 6" shores against a "deadman" to insure temporary support. These wood braces/shores shall be placed every 6 or 8 feet, or closer as conditions require, to ensure the stability of the wall(s) during the sill replacement.
2. The two existing front columns shall be shored, and stabilized on both sides, while the new brick piers are being constructed or rebuilt. (See Front Porch section.)
3. Details of an alternate method of shoring may be submitted by the Contractor for approval by the Authority.

## CORNICE

1. Remove existing cornice trim and replace it completely with new cornice trim, to match exactly that being removed, on the Front and Sides of the building. This work shall include all necessary wood back-up framing, removal and replacement of rotted or deteriorated sections, either as part of the cornice construction (fascia and planica boards) or part of the adjacent entablature or frieze at the gable ends.

## GUTTERS

1. Remove existing gutters on the front of the building and replace them with 4" x 5" wood fir gutters.

All gutters shall be of one-piece construction with lead flashings at the terminal ends and at the miters.

2. The built-in box gutters on the Cupola shall be rebuilt, matching the existing configuration.

The built-in box gutters shall be full lined with shop formed galvanized steel, (min. 26 ga.) riveted and soldered at all joints. The interior flange sections shall extend a minimum of four inches (4") under the new roofing system and secured with 1-1/4", #11 galvanized roofing nails, spaced 3" on center.

The exterior flange section shall be secured approximately 6" o.c. with galvanized boat nails.

3. Gooseneck or spud outlets shall be lead, 1" diameter on the cupola, and 2" diameter on the front wood gutters.

The above gutter outlets shall be installed in the following locations:

Cupola - 1 unit approximately the same location as the existing unit  
\_\_\_\_\_ in the rear section.

Front of Building - 2 units, approximately 12" from the mitres on the sections facing the street. Existing cutouts in pilaster caps and cornice trim shall be retained for the locations of the new downspouts.

4. All gutters (wood and galvanized steel) shall be installed to have at least the minimum slope to the outlets.
5. New downspouts (covered elsewhere in this specification) shall be located so as to connect to the gutter outlets.

On the Front of the building, the new downspouts shall fit into the existing cut-outs and have elbows at the top section to connect to the new gutter outlets.

### DOWNSPOUTS

1. Install new 28 gauge galvanized steel corrugated downspouts at all the gutter outlet locations. (Front, Two Sides, and the Cupola).
2. The downspouts for the cupola shall be 2" diameter with an appropriate #3 shoe at the bottom.
3. All other conductor downspouts shall be 4" diameter and empty into new storm drain outlets (furnished and installed by the Property Owner).
4. The downspouts shall have 3 sheet metal screws securing each unit to each other and be attached to the building face with appropriate size and type galvanized corrugated hinged hooks, with wire securement.
5. New downspouts shall be prime-coated and receive two finish coats of paint.

### WOOD TRIM

1. Remove all deteriorated wood trim on cupola, dormers, belt lines, etc., and replace with new to match existing. (Front and Two Sides)
2. If it is necessary to conduct special milling operations in order to match existing wood trim exactly, then it shall be done.
3. Remove all deteriorated wood trim from the two pilasters and the four cornerboard configurations and replace them with new trim to match the existing, including any concealed wood framing necessary to strengthen these pilasters and corners against the building.
4. Matched boards on the front facade and other standing trim of large-width dimension may be repaired by cutting out the deteriorated sections back to sound wood (preferably at an angle of approximately 45°), and replacing those sections with new members fitted and joined to match the removed sections.

### SILLS - WATERTABLE

1. a) Remove and replace deteriorated and rotted sections of the main house sills on the Front and Two Sides.  
  
b) The exterior walls shall be temporarily shored while the sill replacement takes place. "Z" clips or angles may be used with 4" x 6" shores against a "deadman" to insure temporary support, as described in the "Shoring" section. The sills shall be replaced with material of the same dimension, and wall studs shall be secured to the new sills.  
  
c) "Sister" studs may be used, as needed, to provide structural support. Such additional studs shall be firmly secured to the existing wall studs.
2. The existing watertable on all four sides of the building shall be removed and replaced. The watertable shall be of the same configuration as the existing unit at the Left Side of the building. The watertable shall be secured to the building sill or sidewall by pre-drilling the new unit and countersinking a 6" galvanized spike. The Property Owner will be responsible



for the Rear Wall section.

#### FRONT PORCH

1. Remove the existing front porch framing and flooring, front stairs, and all remaining trim under the porch.
2. Construct a new front porch to match the porch that was removed. The new porch shall contain new 2" x 8" joists, new 1" x 4" square edged flooring, railings constructed of 2" x 4" rails and 2" x 2" balusters from a design to be supplied by the BRA and approved by the Boston Landmarks Commission.
3. New stairs are to be constructed at the Left End of the new front porch, and shall match the stairs removed, except that the railings, which shall be installed between the columns as well, shall be of 2" x 4" framing as designed by the BRA staff and approved by the Boston Landmarks Commission.
4. An allowance of \$3,500.00 shall be carried for Porch Stairs and Rails as described in #3 above.
5. Rebuild the four brick piers that will support the four porch columns.

The pier reconstruction should be scheduled so as to take advantage of the roof support derived from the existing columns, and after the two new columns are installed on two rebuilt masonry piers, the remaining two columns shall be supported while the final two piers are rebuilt.

6. The area around and under the perimeter of the porch and stairs shall be enclosed with lattice work to match the existing in design. The lattice shall be 1-3/8" pine, painted as directed, and the framing and trim shall be 2" x 4" backup and 1" x 8" pine trim. (paint grade)

#### COLUMN WORK

1. Replace the two missing wood columns at the front porch with two new wood columns that match the existing columns in every detail.
2. The work to repair the columns and the replacement of the two missing columns will include repair and/or replacement of the column bases and capitals.
3. Special care shall be taken to duplicate exactly, the two column capitals and the two original column bases (which have been removed but which can be copied from the round column bases at No. 10 Linwood Street, which is located on the other side of Alvah Kittredge Park).
4. Install spikes or other approved device to keep the pigeons from the column capitals.

#### WINDOWS

NOTE: Whenever possible, original window elements such as sash, lintels, sills, standing trim, hardware or other decorations will be repaired as necessary (and possible) and retained. If it is necessary to replace certain

elements or an entire unit, the replacement shall be accomplished by matching the existing elements completely in every detail.

Several windows contain frames that are acceptable except for the wood sill, which may be damaged, worn, checked or otherwise deteriorated to the point where the replacement of the sill is obvious. Other sills are weather-worn, but suggested treatment by stabilizing agents to fill, seal, and protect the surface, may cause the life of the original sill to be extended by many years.

The following description of work on the windows of the Edward Everett Hale house will require the careful attention of the bidding contractors, as well as close examination of existing conditions in the structure itself.

#### FRONT WALL WINDOWS

##### First Floor

1. Remove the two first floor left front windows completely, and replace them with complete new window frames, trim and sash. The new windows shall contain double hung 6/9 sash, complete with appropriate hardware. Paint new work with a primer-sealer, and finish with two coats of lead-free latex paint.

The interior trim shall be re-used on the new window frames. The existing "short" casings shall be put back and a "dutchman" filler piece shall be installed to fill the void between the existing casings and the floor, or baseboards. The filler piece shall match the original casing. New and existing trim shall be painted with latex paint. New wood shall receive a primer coat of paint.

2. Remove the two first floor right front window sash completely and replace them with new double hung 6/9 sash, complete with hardware.

##### Second Floor

1. Repair frames and sash, stabilize sills, and repair or replace sash balancers, side stops, parting beads and locks, on the five second floor windows.

##### Attic

1. Replace the four dormer windows and frames completely. Replace exterior window trim completely. New sash, 2/2, shall match the removed sash completely.

#### LEFT SIDE WINDOWS

##### First Floor

1. Replace one window frame, sash and trim, at the first floor front room.
2. Repair frames, sash, stabilize sills, and repair or replace sash balancers (weights), side stops, parting beads and locks, on the remaining three (3) windows.

### Second Floor

1. Repair frames and sash, stabilize sills, and repair or replace sash balancers, side stops, parting beads and locks on the four (4) windows at this level.

### Attic

1. Replace the three windows and frames completely. The new windows and frames shall match those removed, in every detail. The old "angled" window frames and sash will be used as a pattern to construct the replacement windows.

NOTE: The barnboard siding above these windows may be saved by scraping, re-nailing, and refinishing; the siding around and below these special windows will require complete replacement.

The sheathing beneath the board siding shall be replaced if it is deteriorated and cannot support the siding or replacement siding, as intended.

### RIGHT SIDE WINDOWS

#### First Floor

1. Repair frames and sash, stabilize sills, and repair or replace sash balancers, side stops, parting beads, and locks on two of the first floor windows.

The third window, adjacent to the door at the side porch, must be replaced with a standard window to match the other windows in this wall. The replacement window shall include a new frame, sash 6/6, and matching standing trim.

#### Second Floor

1. Remove the two bottom sash from the front bedroom windows, and install one sash in the window opening at the stairwell on this wall, and the other sash in a rear bedroom window, as directed.

Install two new sets of window sash 6/6, in the existing frames at these two openings.

Repair the frames and remaining sash and trim in this wall.

### Attic

1. The configuration of the attic windows on the right side of the building does not mirror the placement of the windows on the left side. There is an extra window on the right side.

The existing sash and parts of the frames may be saved and re-used if they are in good condition; otherwise they shall be replaced completely, and the replacements shall match exactly those elements they replace.

### CUPOLA WINDOWS

1. Install eight (8) new windows complete with frames, sash, and trim, in the cupola.
2. Repair window framing around the openings in the cupola and replace any deteriorated sheathing or wood trim.

### STORM SASH - FRONT AND TWO SIDES

1. Install new wood storm windows, 2/2, on all window openings, including dormers and cupola.
2. The new wood storm windows shall be equipped with interior locking hardware and exterior hanging hardware. The new storm windows shall be fitted to each window and made weathertight. A number system shall be used to identify each window opening with the respective sash, such as punching a "7" on the interior section of the window sill where it will ordinarily be covered by the closed bottom sash.

### SCREENS - FRONT AND TWO SIDES

1. Install new white aluminum half screens, in white aluminum runners on windows, including the eight cupola windows, but excluding the basement and rear windows, and dormer windows.

### ROOFING

1. Remove the existing roofing down to the boarding. Replace any defective boards with new boards, and lay 15 lb. felt, aluminum drip edge, and new asphalt strip shingles, complete.
2. The new shingles shall be Bird, GAF, or equal, 235 lbs. per square, self-sealing, and carry a National Underwriters Class "C" label.
3. The work shall include all new lead base and counter flashings at the chimneys, and new flashings at all penetrations and rising walls. All visible flashing shall be lead.
4. The roofing system shall be made watertight at the end of each days work. Care should be taken during the removal process, that temporary protection can be installed quickly in case of unforeseen inclement weather.
5. The color of the shingles shall be black, or very dark gray, which is slate-like in profile and texture.

- SPECIAL NOTE:
1. The Property Owner will install two new replacement skylights as part of the new roofing work.
  2. The Property Owner will repair three chimneys and rebuild a fourth chimney, as part of his work.



### DORMERS

1. Remove the asphalt shingles from the dormer cheeks at the front and rear roofs. Install new flashings, and apply new clapboards to the dormer cheeks.

Repair or replace deteriorated sheathing or trim.

2. The new clapboards shall be back-primed before installation and shall be installed in a good and workmanlike manner, matching the spacing used on the rest of the building.
3. Repair or replace the wood trim at the dormer windows and install new roofing, as required elsewhere in this specification.

### CUPOLA

1. Remove shingles at the lower section of the cupola and replace them with new clapboards as specified for the dormer cheeks.
2. Replace worn or rotted cupola trim, mouldings, etc. Paint the cupola completely with a primer-sealer, and two coats of latex paint.
3.
  - a. Remove the existing roofing system.
  - b. Repair or replace the existing wood sheathing.
  - c. Install a 19" selvage edge roofing system (black granular surface) in a cold S.I.S. adhesive over a 30-lb. asphalt felt underlayment secured to the roof sheathing.

The Cupola roof shall be installed according to the roofing manufacturer's specifications.

### CLAPBOARDS AND SIDING

1. Repair all exterior clapboards on both sides of the building and re-nail where necessary. Replace all loose, cracked, or deteriorated clapboards with clapboards of the same type and spacing as the existing clapboards. (approximately 10 squares) New clapboards shall be back-primed before installation.
2. Board siding shall be repaired, re-nailed, and where necessary, replaced. Back-up nailing pieces or boarding shall be installed where sound nailing areas are missing.

### REAR FIRE ESCAPE

1. The Property Owner is responsible for the work on the rear wall, including the fire escape.

### COLOR SELECTION / PAINTING

1. The Property Owner will supply and install all exterior painting.

2. The paint color for all work will be selected by the Boston Redevelopment Authority and approved by the Boston Landmarks Commission.
3. Alternate colors should be suggested by the Property Owner.

#### SPECIAL NOTE

1. All work will be left in a weathertight condition. Bidders will view the site and verify all conditions prior to bidding. Work will commence and proceed to completion without undue delay and will be accomplished in a workmanlike manner by mechanics well versed in their trades, and performed in accordance with the commonly accepted standards and practices of the building trades. The provisions of the Comm. of Massachusetts State Building Code will be adhered to throughout this project.
2. The Contractor will supply all equipment, tools, labor and materials necessary to complete this project. All debris and scrap materials accumulated during repairs will be removed from the site by the contractor. There will be no variation of, or deviation from, these specifications without receiving prior written approval from the Boston Redevelopment Authority.

#### PROTECTION AND FITTING OF THE WORK

1. Protection of persons and property shall be provided throughout the progress of the work. The work shall proceed in such a manner as to minimize the spread of dust and flying particles and to provide safe working conditions for personnel. The sequence of operations shall be such that maximum practicable protection from inclement weather will be provided for materials and equipment.
2. Existing construction and items shall be removed as indicated and required to accommodate the Architectural Restoration Work. Removal shall be done only to the extent necessary and in a careful manner so as not to disturb the adjacent existing items not required to be removed. All obstructions to the new work shall be removed as required and to the extent necessary. Where existing construction is required to be removed and the area will be contiguous to new similar construction, such existing construction shall be carefully removed to permit neat tying-in of new work with the existing construction.
3. The Contractor shall repair and replace all items of existing construction which have been damaged on account of the work done under this Contract and which are to remain. Repairs shall match existing adjacent undisturbed construction in all required respects. The Contractor shall furnish and install all new materials required to repair or restore damaged existing construction. All new materials required for repairing and restoring damaged existing construction insofar as possible, shall match those of the adjacent undisturbed construction, and shall conform to the City Building Code.
4. All of the work of this Contract is to be performed in accordance with the Technical Specifications where these are applicable and in accord with good standard practice in the applicable field where specific provision is not made in the Specifications for the required work. All work shall be in compliance with building codes and regulations.

GENERAL NOTES

1. Details of alternate methods shall be submitted by the Contractor for approval by the Authority.
2. The Contractor's intended procedures (construction methods) shall be outlined in writing and submitted to the Authority for review prior to starting work.
3. The contractor's attention is called to Section 119.2 of the Specifications, especially to the necessity of obtaining a Building Permit prior to the start of work, and to Section 429 of the State Building Code.
4. The Contractor will receive temporary power and water needs from the Property Owner.

EXTERIOR REHABILITATION WORK

12 MORLEY ST.

EDWARD EVERETT HALE HOUSE

THE FOLLOWING ITEMS OF WORK ARE PROPOSED TO BE ACCOMPLISHED BY, AND AT THE EXPENSE OF, THE PROPERTY OWNER MR. NAPOLEON JONES-HENDERSON.

IT IS IMPORTANT THAT THESE REQUIRED ITEMS BE COORDINATED WITH OTHER ARCHITECTURAL AND HISTORIC ITEMS OF WORK ON THE EXTERIOR OF THE BUILDING.

AUGUST 3, 1983

Chimneys

1. Repair three chimneys by rebuilding the top several courses with existing bricks in new mortar. Rake out all joints (in all three chimneys) to a depth of 1/2" and repoint with mortar to match the existing.
2. Rebuild the left rear chimney from the roof line up to match other chimneys; include new flashings. Flue liners shall be installed to match those removed. Existing bricks shall be reused where possible. If new bricks are required, they shall match the existing brick masonry as closely as possible.

Skylights

1. Install two new skylights, one each at the front and rear roof locations. The new skylights shall match those that are removed.
2. The new skylights shall be properly flashed and be equipped with hardware that will allow them to be opened and closed from the inside without difficulty. (approx. 30"x42")

Foundation - Front and two sides

1. Repair loose or broken masonry foundation sections, with masonry to match the existing. Mortar shall be mixed to match the existing mortar in color and texture.

Doors

1. Install a new front entrance door, similar to the "Morgan M-100", to match the existing front door.

Remove the wood filler pieces at the side lights and replace with new side lights and new top lights of glass. Replace any deteriorated wood rabbet sections, and paint complete.

The door surround design shall be as it exists, and similar to the "Morgan M-127" front entrance.

Install new 10" x 3" brass mail slot in the right hand, sidelight configuration as appropriate.

2. Install new "Brosco" wooden combination storm and screen door (No. 11, contain-



ing 12 lights).

3. Install new hardware on new doors.
4. Repair the exterior wood door at the right side porch. Refinish the frame and trim. Install a new wooden storm door (w/glass panel), and repair, refurbish, or replace the hardware.
5. Install two new "Brosco" wooden combination storm and screen doors, (No. 11, containing 12 lights). One storm door each at front and right side locations.

#### Rear Windows

1. Repair window frames and sash.
2. Install new wood storm windows.
3. Install new half screens.
4. Repair/paint rear door.

#### Rear Gutter

1. Install new rear gutter, fascia and plancia boards.
2. Install new goosenecks and conductor pipes.

#### Side Porch and Steps

1. Repair side porch and stairs. Replace any defective or deteriorated members.

#### Painting

1. Remove all loose and scaling paint from the front and 2 sides of the building. Perform all necessary scraping, sanding, caulking, putty and prime painting, before applying two finish coats of exterior latex paint. Include dormers and cupola.
2. Exterior painting shall not be done in rainy or freezing weather, or until the surface has thoroughly dried after such conditions.
3. Exterior doors shall be stained or painted, as directed by BRA Design Department.
4. The Contractor will remove all storm windows in this section prior to applying the primer and/or two finish coats of paint. New storm windows will not be installed until the exterior painting of the house is complete.
5. Paint on new storm windows shall match that being applied to the main walls and trim.
6. All exterior paint colors will be selected by the BRA Design Department.

### Porch Painting

1. The front porch and stairs shall be painted with two coats of non-lead paint in dry weather.
2. The side porch shall be painted with two coats of non-lead paint, in dry weather. Porch decks shall be coated with cuprinol or other acceptable wood preservative.

### Sidewalk

1. Install a new 4" concrete sidewalk on 4" of compacted gravel, from the new steps at the front porch to the public sidewalk. The new sidewalk shall be 36" wide and have a broom finish.

### Shrubs

1. Remove all debris from front, side, and rear yards. Install loam, fertilizer, grass seed and shrubs at the front yard.

SECTION B      TECHNICAL SPECIFICATIONS

MASONRY

1. GENERAL:

The masonry work shall include the furnishing of all labor, materials, services, equipment, and appliances to complete the masonry work.

2. Handling and Storage

- a. All mortar materials shall be stored under cover in a dry place.
- b. All masonry units shall be carefully handled and stored to prevent chipping, breakage and contact with the ground.
- c. Materials shall be protected with suitable clean waterproof covers and stored on plank platforms.

3. Materials

- a. Special units shall be provided as necessary. Units shall be aged at least 28 days before being used in the work.
- b. Clay Brick. Face brick shall match existing in dimensions and shall conform to the requirements of ASTM Designation C216-75a, Standard Specifications for Facing Brick (made from clay or shale), Grade SW, Type FBX or FBS, as selected by the Authority; and bricks shall not, after being thoroughly dried and then immersed in water for 24 hours, absorb more than 8 percent of their weight.

Slight variations and irregularities that are incidental to the process of manufacture will be permissible; but defects such as cracks, warpage, stones and spalls due to handling shall be cause for rejection if such defects will be visible when laid in an exposed wall or if, in the opinion of the Authority, such defects would affect the strength or serviceability of the brickwork.

- c. Cement for mortar shall be Type II Portland cement conforming to ASTM Specification C150-76a.
- d. Hydrated Lime shall be Type S conforming to ASTM Specification C207-76.
- e. Sand shall be clean, sharp, masons sand conforming to ASTM Specification 144-76.
- f. Water shall be clean and free from oils, acids, alkalies and injurious quantities of vegetable matter or other impurities.

- g. Joint Reinforcing shall be truss type, 2 inches less than the thickness of the wall and shall be "Bok-Trus", 9 gauge mill galvanized steel (Class 3) as manufactured by A.A. Wire Products Company, Dur-O-Wall, or approved equal.
- h. Mortar Admixture for exterior masonry shall be "Omicron" as manufactured by the Master Builder Company.
- i. Masonry Anchors. Anchors shall be Hohmann-Barnard Corrugated Wall Tie #Cwt. 7/8" x 7" Galvanized Steel #18 Gauge, Power Driven.  
— Hand driven Concrete Nails may be used in Lime

Mortar.

#### 4. Mortar

- a. Masonry Mortar shall be Type S conforming to ASTM Designation C270-73, proportion specification.
- b. Brands of cementitious materials and the source of supply of sand shall remain the same throughout the entire job.
- c. Mortar shall be freshly mixed. No retempering will be allowed. The ingredients for each batch shall be accurately measured and combined in the proportions specified; all parts being measured by volume. Mortar shall be mixed in a batch mixer or by hand and shall be of uniform color (as approved by the Authority) and consistency. Mixer drums shall be entirely emptied of a batch before succeeding batch is started.
- d. Mortar for masonry exposed to weather shall contain a water-reducing plasticizing admixture (Omicron). Admixture to be used in strict accordance with the manufacturer's printed instruction.

#### 5. General Requirements

##### a. Protection

- 1. At the end of each day or shutdown period, the top of partially completed walls exposed to the elements shall be kept dry by covering with a waterproof material extending at least 2 feet down each side of the wall and secured in place.
- 2. No masonry shall be laid when the temperature is below 40 degrees F. unless suitable means are provided to heat the masonry materials and protect the completed work from freezing. If heating is required, the method and length of time shall be in accord with good established practice.

##### b. Built-In-Work

Supply and install joint reinforcing for brick veneer, concrete masonry unit wall.

##### c. Cutting And Patching

Form necessary chases and do all cutting and patching in masonry



d. Joining Of Work

Where fresh masonry joins masonry that is partially set or totally set, the exposed surface of the set masonry shall be cleaned, roughened and lightly wetted so as to obtain the best possible bond with the new work. All loose materials shall be removed, and repointed with new mortar.

e. Grades And Lines

All masonry shall be laid plumb, level, and to line. Vertical joints shall be in line and of uniform thickness.

f. Scaffolding

Provide and erect safe and adequate scaffolding to complete all work and remove upon completion.

g. Jointing

1. When the mortar has become thumbprint hard, all exposed joints shall be tooled with a round of another approved jointer. The jointer shall be slightly larger than the width of the mortar joint so that a complete contact is made along the edges of the units, compressing and sealing the surface of the joint.
2. Joints is unexposed spaces shall be struck flush, leaving no excess mortar.
3. Completely fill with mortar the space between new brick veneer and the concrete masonry unit back-up wall.

Pointing And Cleaning

1. At the completion of the work, all holes or defective joints in exposed masonry shall be pointed out and, where necessary, defective joints shall be cut out and repointed.
2. Exposed masonry shall be protected against staining from wall covering and other sources and excess mortar shall be removed from the surface as work progresses.
3. At the completion of the work, all exposed masonry shall be thoroughly cleaned.

6. Workmanship

a. Setting Blocks And Bricks

Lay brick and block units in full beds of mortar, plumb, level and true to line, in running bond and properly jointed with other connecting work.

b. Reinforcing

1. Joint reinforcing shall be placed in the second bed joints of concrete masonry units and in every second horizontal joint (16 inches on centers) thereafter.
2. Joint reinforcing shall be lapped sufficiently at splices (16 inches minimum) to ensure continuity.

c. Cutting

All cutting of masonry shall be done with a carborundum saw.

REPOINTING OF EXISTING BRICK MASONRY:

1. General

- a. Repoint all defective brick masonry joints of the existing foundation wall brickwork, and stone work.
- b. Defective mortar joints above specified are mortar joints in which the mortar is loose, missing, eroded, or powdered, broken hollow, unsound, or soft. Joints with fine hair lines and fine shrinkage cracks that are otherwise sound, full, and solid, will not be considered as defective, unless the defect is such as to permit the entrance of moisture.

2. Materials

- a. Portland cement shall comply with ASTM Specification C150-76a.
- b. Sand shall conform to ASTM-C33-74a, except that all shall pass a No. 8 sieve, not less than 5 percent shall be retained on a No. 16 sieve, and not less than 97 percent shall be retained on a No. 100 sieve.
- c. Pointing mortar for masonry shall be composed of one part Portland Cement, three parts sand, and not more than one-fifth part lime putty. Mix mortar only in such quantities as needed for immediate use; no mortar in which initial set shall have commenced. Color mortar to match the present sound joints.
- d. Pigments for coloring mortar, if required, shall be limeproof mineral oxides of the best quality and high purity, finely ground and specially prepared for such use. They shall be accurately measured and thoroughly mixed with each batch to produce a uniform color throughout the work and shall be used only in such quantity as will give the desired color tone when the mortar is dry.

3. Workmanship

- a. Carefully examine all joints and beds in the masonry specified to be treated; where defective, rake out joint at least 1/2 inch deep and as much as may be necessary to remove all loose and unsound mortar.

3. Workmanship (Con't)

- b. Joints shall be drenched with water after they have been raked and cleaned (wetting with a sponge will not be sufficient), and repoint solid the full depth of raked joint. The repointed joints shall be shaped, with shaping tool to match the present adjacent joints, and finished with a hard smooth surface.
- c. Pointing shall not be done when freezing weather or rain is to be expected.
- d. Take precaution against dropping or smearing pointing material. If pointing material should be smeared on the face of the masonry, glass, or any other part of the building, immediately clean off; in the completed work, leave no pointing material beyond the lines of the joints. Ensure thorough and neat work.

ROUGH CARPENTRY AND FRAMING

1. SCOPE

- A. This section includes all framing and rough carpentry, complete, as specified in section "Description of Work".

2. APPLICABLE DOCUMENTS

- A. The following specifications and standards of the issues listed in this paragraph (including the addenda, amendments and errata listed), but referred to hereinafter by basic designation only, form a part of this specification to the extent required by the references thereto.

(1) Federal:

FF-B-561c	Bolts, Screw lag
FF-B-575c	Bolt, hexagon and square
FF-B-568c (1)	Bolts, toggle; and expansion sleeve, screw
FF-N-103c	Nails (small) and tacks; cut
FF-N-105b (2)	Nails, wire, brads, and staples
FF-S-325 (3)	Shield, expansion; nail expansion; and nail, drive screw (devices, anchoring, masonry)
MM-L-751h	Lumber; softwood
UU-B-790a	Building paper, vegetable fiber; (kraft, waterproofed, water repellent and fire resistant)

(2) Other Government Documents:

PS 1-74	Construction and industrial plywood
PS 20-70	American Softwood Lumber Standard

(3) Non-Government:

National Forest Products Association - National Design Specification for Stress Grade Lumber and Its Fastenings 1973 Edition.

- (4) American Plywood Association (APA) - Plywood Construction Guide, latest edition.



3. GENERAL REQUIREMENTS

- A. Delivery, storage, and protection: Materials shall be delivered to the site in an undamaged condition. Materials shall be carefully stored off the ground to provide proper ventilation, drainage, and protection against dampness. Defective and/or damaged materials shall be replaced by the Contractor at no expense to the Authority. Work damaged or exposed by the removal of existing work shall be repaired with new materials and the finish shall conform to the existing adjoining work.
- B. Grading:
- (1) Lumber - each piece of framing and board lumber, or each bundle of small pieces of lumber, shall be identified by the grademark of a recognized association or independent inspection agency using the specific grading requirements of the association recognized as covering the species used. Such association or independent inspection agency shall be certified by the Board of Review, American Lumber Standards Committee, to grade the species used.
  - (2) Plywood - Each sheet of plywood shall bear the mark of a recognized association or independent inspection agency that maintains continuing control over the quality of the plywood. The mark shall identify the plywood by species group or identification index, glue type, grade, and compliance with Product Standard PS 1.
- C. Sizes of lumber shall conform to Commercial Standard PS 20 or Specification MM-L-751 for dressed sizes of yard and structural lumber. All lumber shall be surfaced four sides. Sizes of framing lumber and board lumber specified hereinafter are given by nominal size, unless otherwise specified.
- D. Moisture content: The moisture content of lumber at the time of delivery to the job site shall be as follows:
- (1) Framing lumber 2 inches and less in thickness: 19 percent maximum.
  - (2) Boards: 19 percent maximum.
  - (3) Framing lumber over 2 inches thick: 25 percent maximum.

E. Preservative treatment: The following items shall be preservative treated.

- (1) Wood sills, soles, plates, furring and sleepers that are less than 24 inches from the ground; all wood members that are set into, or in contact with concrete or masonry, except plates for rafters and for joists above first floor, joists fire-cut and frames into masonry, and furring on interior concrete or masonry walls and partitions.
- (2) Nailers, edge strips, crickets, crubs, and cants for roof decks.

F. Preservative shall be pentachlorophenol or water-borne salts ACA, CCA - Type A, CCA - Type B, CZC or CuCZA listed in Table 1 of AWPB Standard LP-2. Lumber and woodwork that may be in contact with plaster and gypsum board shall not be treated with oil-borne preservatives.

(1) Methods of treatment - The following methods shall be used:

- (a) Pressure treatment shall be in accordance with the applicable requirements of AWPB Standards LP-2, LP-3, and LP-4.
- (b) Non-pressure or vat treatment may be used in lieu of pressure treatment for material one-inch and less in nominal thickness (excluding plywood), and shall be by an approved vat process which will secure complete penetration.

#### 4. MATERIALS

A. Stress-grade lumber shall be any of the species and grades listed in the National Forest Products Association's "National Design Specification for Stress Grade Lumber and Its Fastenings" that have allowable unit stresses equal to, or greater than 1200 psi design unit stresses. Stress-grade lumber shall be provided for all beams, joists, rafters, and bearing partitions.

B. Non-stress lumber for non-structural framing, bucks, nailers, cant strips, etc. shall be a Standard Grade of any of the species listed in the National Forest Products Association's "National Design Specification for Stress Grade Lumber and Its Fastenings". Finger-jointed lumber shall be considered as a solid piece and shall be graded under the rules applying to lumber without finger joints. Lumber shall be marked as finger-jointed material. The quality of the joint shall be determined under the certification procedures of the grading association.

C. Plywood shall conform to Product Standard PS-1. All plywood shall bear the identification of an approved testing and inspection agency as to type and grade, species of veneer or identification index, and product standard under which the material was manufactured. Plywood materials and installation shall conform to the applicable requirements of the APA Plywood Construction Guide, except where specifically indicated otherwise or specified otherwise herein.

1. Plywood for roof and mansard sheathing shall be Standard Grade with exterior glue, except that where edges or underside are exposed to the weather, plywood shall be exterior grade C-C. Minimum thickness shall be 1/2 inch and Identification Index shall be 24/0 or greater.

D. Building paper shall conform to Specification UU-B-790, Type I, Grade D, Style 1.

E. Rough hardware, unless otherwise specified, shall be of the type and size necessary for the project requirements. Sizes, types, and spacing of fastenings of manufactured building materials shall be as recommended by the product manufacturer unless otherwise indicated or specified. Rough hardware exposed to the weather, or embedded in, or in contact with exterior masonry, concrete walls or slabs shall be zinc coated.

## 5. INSTALLATION

A. Framing lumber and other rough carpentry shall be fitted closely, set accurately to the required lines and levels, and shall be secured in place in a rigid and substantial manner. Framing members shall not be spliced between bearing points. Joists, rafters, and purlins, shall be set with their crown edge up. Members shall be framed for the passage of pipes, conduits, and ducts; structural members shall not be cut, boarded, or notched for the passage of pipes or conduits without prior approval. All members damaged by such cutting or boring shall be reinforced by means of specially formed and approved sheet metal, or bar steel shapes, or removed and provided new, as directed. All framing members shall be provided to match existing framing and as necessary for the proper completion of the work. Spiking, nailing, and bolting shall be done in an approved manner; spikes, nails, and bolts shall be of the proper size and care shall be taken so as not to split the members. Members shall be drilled accurately for bolting; suitable washers shall be provided under heads; and nuts and bolts shall be drawn up tight. A clearance of not less than 2 inches shall be provided between chimneys and wood framing; and the spaces shall be filled with strips



of asbestos board, or other approved noncombustible material. Leveling of joists, beams and girders on masonry and concrete shall be done only with slate or steel shims. Shimming will not be permitted on wood or metal bearings.

(1) Sills shall be set level and square and shall be wedged with steel or slate shims and pointed or grouted with 1 to 3 non-shrinking cement mortar to provide continuous and solid bearing. Sizes and spacing of anchor bolts shall be not less than 5/8 inch diameter and not less than 24 inches long, and shall be provided at all corners and splices, and shall be spaced at a maximum of 6 feet on centers between corner bolts. At least two bolts shall be provided for each sill member. Sills shall be lapped at corners and splices, and shall be bolted through the laps, or the ends shall be butted and through-bolted not more than 6 inches from the ends. Bolts in exterior walls shall be zinc-coated.

(2) Anchors in masonry - Anchor bolts shall be embedded not less than 15 inches in masonry unit walls and shall be provided with a nut and a 2-inch diameter washer at bottom end. Bolts shall be fully grouted with mortar.

B. Beams and girders shall be set level, in alignment, and shall be anchored to bearing walls, piers, or supports with U-shaped steel strap anchors. Anchors shall be embedded in concrete or masonry at each bearing and through-bolted to the beams or girders with not less than two bolts. Strap anchors shall be 1/4 inch thick by 1-1/2 inches wide, and the bolts shall be not less than 1/2 inch in diameter, provided with plate washers under heads and nuts. Beams and girders shall have 8 inches minimum end bearing on walls or supports. Beams and girders, the ends of which are built into walls, shall have a 1/2-inch clearance at the top, end and sides. Joints and splices shall be bolted or spiked together and shall occur over bearings only.

C. Joists shall be of the sizes and spacing to match existing and shall be set accurately and in alignment. Floor and ceiling joists shall be of uniform width. Joists shall have full bearing on sills, plates, beams, and girders. Laps shall occur over bearings only and shall be spiked. Joists of insufficient length to provide a 12 inch lap shall be butted over the bearing, and shall be provided with wood scabs 2 inches thick by depth of joists by 24 inches long, or 1/4



inch by 1-1/2 inch metal straps not less than 16 inches long, nailed to each joist with not less than two 10 penny nails or approved sheet metal connectors installed in accordance with the manufacturer's recommendations. Joists built into masonry shall be provided with a beveled fire cut so that the top of the joist does not enter the wall more than one inch. Joists framing into the side of headers, beams, or girders shall be carried on metal hangers. The minimum joist and bearing shall be 4 inches, and joists built into masonry shall have 1/2 inch minimum clearance at the top, end, and sides. Joists approved to be notched for the passage of pipes or conduits shall be notched in the end one-third of the span only, a maximum of one-sixth the joist depth. Steel joist hangers of approved size and type shall be provided to receive the ends of all framed joists.

D. Bridging shall be provided for floor and ceiling joists and for rafters of roofs having slopes of less than 4 inches in 12 inches. Bridging shall be located to match existing and as specified herein. Bridging shall be provided for all spans greater than 6 feet, but the maximum spacing between rows of bridging shall not exceed 8 feet. Rows of bridging shall be uniform. Metal or wood cross-bridging shall be provided except where solid bridging is required. The bottom end of cross-bridging shall not be nailed until the subfloor has been laid.

- (1) Wood-cross bridging shall be not less than 1 by 3 inches. Wood cross-bridging shall be nailed at each end with two 8-penny nails.
- (2) Metal cross-bridging shall be the manufacturer's standard product, not less than 16 gauge before forming and coating. Metal bridging shall be the compression type, lodged into or nailed to the wide faces of opposite joist at points diagonally across from each other near the bottoms and tops of joists.

E. Subflooring:

- (1) Wood board subflooring shall be 5/8" Standard Grade Plywood. End joints shall be cut parallel to and over center lines of the joists, and shall be staggered so that those joints occurring on the same joist will be separated. Flooring shall be nailed at each bearing with 8-penny coated common nails or 7-penny threaded nails. At least 1/2 inch clearance shall be provided between subflooring and masonry walls.
- (2) Plywood subflooring shall be applied best side up, with the grain of outer plies at right angles to joists. End joints shall be located over the center line of joists. Plywood panels shall be continuous over two or more spans.

F. Wall framing:

- (1) Studs shall be selected for straightness, and set plumb, true, and in alignment; studs shall be bridged horizontally to match existing, with nominal 2 inch thick material of the same width as studs; the bridging shall be installed flat. Sizes and spacing of studs to match existing. Studs shall be doubled at jambs and heads of openings, and tripled at corners to form corner posts. Corner posts shall be framed to receive sheathing. Openings over 4 feet in width shall be trussed over or a header of sufficient depth may be used. Studs shall be toe-nailed to sills or sole plates, with not less than two 10-penny nails on each wide face, or fastened with approved metal nailing clips or connectors. Studs abutting concrete or masonry walls shall be anchored thereto at mid-height of each story using expansion bolts or powder-actuated drive studs.

- (2) Plates for walls and partitions shall be of the same width as the studs and shall form continuous horizontal ties; single plates shall be spliced, and the ends of double plates shall be staggered. Sole plates shall be single, nominally 2 inches thick, and cap or top plates shall be doubled in walls and bearing partitions, built up of two nominal 2 inch thick members. Top plates for non-bearing partitions shall be single of the same size as the studs. Lower members of doubled top plates and single top plates shall be nailed to each stud and corner post with two 16-penny nails. The upper members with 10-penny nails, two near each end and staggered 16 inches; nailed through the subfloor to each joist and header; nails shall be staggered. Plates cut for the passage of pipes or ducts shall be provided with steel angle as a tie for the plate and bearing for joist. Sole plates on walls and partitions resting on concrete floors shall be secured in place at each end and at intermediate intervals not exceeding 6 feet on center with bolts into inserts or expansion shields, or secured with powder-driven pins (studs) of suitable and approved type and size.
- (3) Fire stops shall be provided for wood framed walls and partitions, and for furred spaces of concrete or masonry walls, at each floor level, and at the ceiling line in the top story. Where fire stops are not automatically provided by the framing system used, they shall be formed of closely fitted wood blocks of nominal 2 inch thick material of the same width as the studs or joists, as the case requires. Lightweight concrete units may be used at the first floor level to serve jointly as fire-stopping and ratproofing.
- (4) Diagonal bracing shall be provided at all external corners and internal angles, and at maximum 40 foot centers in stud walls, except that bracing may be omitted where wood sheathing is used. Bracing not indicated otherwise shall be of 1 by 6 inch material, dapped flush into the exterior face of studs. Bracing shall extend from top plates to sill at an angle of approximately 45 degrees, and shall be double nailed at each stud. When openings occur near corners, diagonal knee braces shall be provided, they shall extend from the corner post above headers to top plates, and from below window sills to the main sill. Bracing shall be fastened at each bearing with two 3-penny nails.

## CARPENTRY AND MILLWORK

1. **MATERIAL and SCOPE OF WORK:** Contractor to remove all non bearing partitions, doors, windows and trim, stairs, beams, posts and flooring as shown on plans. Contractor to install, floor and ceiling joists, sub and finish hardwood flooring, thresholds, doors, windows, hardware, window and door locks, repair or replacement of stairs, baseboards, exterior and interior trim, kitchen cabinets, drop ceilings and all interior framing, paneling, closets, coat poles, furring, shelving, roof joists and sheathing as shown or specified.

Contractor to furnish all labor, material and equipment necessary, shown, described or implied on plans for carpentry, drywall, glass and glazing for windows and skylights.

### A. Moisture Content:

- (1.) All lumber or Millwork shall be kiln dried or otherwise seasoned to a moisture content not to exceed the following:
  - (a.) Framing Lumber: 19 Percent at time of installation.
  - (b.) Boards wider than 8": 15 Percent at time of installation.
  - (c.) Exterior trim and Millwork: 14 Percent.
  - (d.) Interior trim, Woodwork and Softwood flooring: 10 Percent.
  - (e.) Hardwood flooring: 9 Percent.

### B. Protective Treatment:

- (1.) Framing lumber below first floor level, up to and including sill plate, joist, header joist, girders, columns, sole plates, sub floor, wood sheathing, exterior stairs and railings, exterior decks, plates or sleepers in contact with concrete, shall be pressure impregnated to prevent attack by fungi or insects in strict accordance to recommended practices of the American Wood Preserver's Association and the latest edition of Federal Specifications TT-W-571.
- (2.) Protective treatment shall be as manufactured and application as specified by manufacturer.

### C. Materials to be Furnished and Installed:

- (1.) Furnish and install the following items required to complete the Carpentry and Millwork.
  - (a.) Continuous wood nailers for attachment of flashing and other items of roof areas as may be required for the attachment of work of other trades.
  - (b.) Wood blocking attached to or imbedded in masonry, concrete and finished surfaces for attachment of other materials to these surfaces as required by other trades.
  - (c.) All rough hardware such as nails, screws, bolts, clips and other related items.
  - (d.) Cabinet and casework hardware.
  - (e.) Wood handrails.
  - (f.) Wood baluster, railings and stairs.



- (h.) Cabinets and casework where shown on the drawings, consisting of natural birch veneer plywood edge banded in solid birch for all wood exposed portions of cabinets and concealed shelves, solid birch front, fir plywood tops and back splashes with laminated plastic, vinyl or formica tops and edge bandings and clear pine bases.
- (i.) Wood framing, clear pine shelving and clothes poles in closets and where indicated on the drawings.
- (j.) All other items of carpentry or millwork and related work inferred or intended to make the work of this section complete.

D. Temporary Braces:

- (1.) The Contractor shall provide and maintain all temporary bracing required for window and door frames, sills and other work required and which is not specified as being provided under other sections of the specifications.

E. Workmanship and Quality Standards:

- (1.) Millwork and trim shall conform to design and detail as specified. Where practicable work shall be finished and assembled at the mill.
- (2.) All millwork and trim shall be finished smooth and free from all machine and tool marks that will show through the finish. Nails used to fasten painted work will be set to receive putty.
- (3.) All joints will be tight and formed to conceal shrinkage. Miters four inches or more from heel to point shall be glued.
- (4.) Finish shall be made in as long lengths as possible and jointed where only solid fastenings can be made.
- (5.) No interior millwork shall be delivered until all wet work has been out of the building for at least 10 days. Heat shall be required, in cold weather, during these 10 days.
- (6.) Running finish shall have a minimum of splices and joints and where such splices and joints occur, they shall be fastened securely, and all exposed surfaces shall be smooth continuous planes.
- (7.) Reinforce members that are cut for passage of pipes, conduits and ducts.
- (8.) Install grounds, blocking, nailers and supports for fixtures. Use 2" x 4" solid blocking under edges and ends of plywood subflooring and decking.

F. Framing:

- (1.) Nail sole plates to concrete with masonry nails or anchor 48" maximum on center with 3/8" round bolts. Set sole plates on 15# builder's felt paper.
- (2.) Use double studs at sides of openings, triple at corners. Space studs not more than 16" on centers.
- (3.) Use two (2" x 6") headers over openings up to 5' of clear span. Use two (2" x 8") headers from 5' to 7' of clear span. Use 2" x 10" headers from 7' to 9' of clear span. Use 2" x 12" headers from 9' to 11' of clear span.
- (4.) Brace exterior corners with 1" x 4" let into studs. Bridge joists and rafters with 1" x 3" diagonal bridging. Drive bottom nails after subflooring or decking has been laid. Install one row of bridging for each 8' or fraction of span.

2. Framing Lumber:

- A. Grades of lumber shall conform to grading rules of the manufacturer's association under whose rules the lumber is produced.
- B. All framing lumber shall be air dried and well seasoned.
- C. Beams and girders shall be "construction" grade Douglas fir, Eastern hemlock, or spruce unless otherwise noted.
- D. Floor joists, headers, ceiling joists, and rafters shall be "standard" grade Douglas fir, Eastern hemlock, or spruce unless otherwise noted.
- E. Studding, blocking, bridging, plates, and fire stops, shall be "utility" grade and better unless otherwise noted.
- F. Flooring joists to be set on sill and/or beams bearing at least 3". Spacing of joists shall not exceed 16" on center. Allowable spans for floor joists shall not exceed FHA minimum property standards or Boston Building Code standards.
- G. Boards for wall and roof sheathing and for subflooring and other uses where appearance is not a factor shall be 1" x 8" "utility grade and better unless otherwise noted. Nail boards with 8d common nails or 6d threaded nails, providing two nails in 4" and 6" boards and three nails in 8" boards.

3. Sheathing:

- A. Plywood for wall and roof sheathing shall be not less than 1/2" Douglas fir plywood of exterior or structural interior type. Installation shall be with outer plies at right angles to the studs or rafters.

Set horizontal and sloping members with crown side up. Set vertical members plumb. Cut framing square on bearing and fit closely.

4. Subflooring:

- A. Plywood for subflooring shall be not less than 5/8" Douglas fir plywood of exterior or structural interior type. Installation shall be with outer plies at right angles to the joist or subflooring.
- B. Nail plywood subfloor to joist at each bearing with 8d common or 6d threaded nails spaced 6" on center along all edges and 10" on center along intermediate members.
- C. Sub-flooring shall be: 3/4" tongue and grooved spruce (maximum 8" face) or 3/4" plywood construction grade.

5. Underlayment:

- A. Underlayment for resilient tile floors shall be 1/4" structural grade, interior or exterior type Douglas fir or 1/4" untempered hard board placed with smooth side up or as specified. Nail underlayment with cement coated rosin coated or ring grooved nails placed on 4" on center on all edges and over the face of each piece.

6. Stairs and Handrails:

- A. Stair carriages shall be cut from minimum 2" x 10" framing members, three per stair up to three rise over three rise no more than 18" on center. Treads for basement stairs shall be no less than 3/4" hard pine or fir. Treads for other interior stairways shall be 3/4" oak or 3/4" hard pine.

- B. Exterior wood steps shall be Douglas fir "C" grade vertical grain 3/4" thick. Risers shall be 3/4" thick. Stair carriages shall be cut from minimum 2" x 10"s, three per stair, and shall be supported on concrete footings.
- C. Firestopping shall be of masonry or of wood not less than 1-1/2" thick.
- D. Install wood handrails on at least one side of each flight of stairs exceeding two risers and around open sides of all stairs. All new handrails shall be of pine, solid birch or oak installed on metal wall brackets anchored securely to wall approximately 4' on centers.

7. Insulation and Siding:

- A. Building paper and felt shall weigh approximately fifteen pounds per 100 square feet, and shall be installed in accordance with manufacturer's recommendations under all exterior finish.
- B. Insulation shall be mineral wool batts, fiberglass batts, or aluminum foil and shall be installed in accordance with manufacturer's recommendations in thicknesses as noted in Work Write Up.
- C. Wood shingles shall be edge grain red cedar 18" or 24" long and random width. Shingles shall be nailed to sheathing with corrosion resistant nails of sufficient length to penetrate through sheathing. Nail approximately 1" above butt line of following course and use two nails in each shingle up to 8" wide and three nails in wider shingles, thread nails shall be used if sheathing is plywood. Maximum exposure 7-1/2" to weather for 18", 10" to weather for 24".
- D. Wood bevel siding shall be 1/2" x 6" applied 5" maximum to the weather unless otherwise noted. Wood shall be vertical grain red cedar, Douglas Fir, or hemlock in "C" grade or better. Siding shall be nailed to each stud with corrosion resistant nails of a length that will provide at least 1" of penetration into the stud. Butt joints in siding shall occur over studs and joints in adjacent pieces shall be staggered. Fit siding tightly and neatly against all trim and moldings. Siding when no corner boards are used, shall be mitered neatly at all corners.
- E. Wood vertical siding shall be 3/4" minimum thickness in 4", 6", 8", or 10" widths as specified. Wood shall be redwood or red cedar, in A-Grade, T & G. Nail siding to blocking between studs spaced not more than 24" on center with corrosion resistant nails. Nails shall be long enough to penetrate at least 1" into blocking. Siding shall be nailed twice at every bearing and nails shall be well set.
- F. Cement asbestos siding shall conform to applicable Federal Specifications and shall be minimum 1/8" thick X 8-3/4" or 12" width, in 24" or 48" lengths. Top lap shall be minimum of 1". Installation shall be in accordance with manufacturer's recommendations. Color and texture shall be as selected by owner.
- G. Aluminum siding shall conform to applicable Federal Specifications in alloy and thickness. All siding shall be formed as to provide interlocking courses and all required accessories shall be furnished with the siding. Insulated siding, when specified, shall be composed of 8" aluminum lap siding laminated to rigid insulating core board with structural adhesives. All aluminum siding and accessories shall be installed in accordance with manufacturer's instructions. Aluminum nails shall be used throughout.

8. Exterior Cornices and Trim: (Unless otherwise specified)

- A. Exterior trim, corner boards, and cornices shall be of a species suitable for its intended use, kiln dried #1 dimension, free from tool marks and other objectionable defects. Cornices to be repaired shall have all rotted or deteriorated parts removed and replaced with new part matching original work. New cornices, moldings, and exterior shall be of stock material unless otherwise indicated on drawings or Work Write Up.
- B. Wood gutters shall be #1 Douglas Fir 3" x 4" or 4" x 5" or as specified to allow proper drainage of roof area, nailed to each rafter with galvanized nails.



9. Windows: (Unless otherwise specified)

- A. Windows shall be of Kiln dried Ponderosa pine 1-3/8" minimum thickness. Frames, sill, sash, trim, and hardware shall match existing work in design and dimension unless otherwise specified.
- B. Set up window units to include sash, frame, sash or spring balances, jamb liners, and exterior casings completely assembled. Installation of window unit (after opening is readied with proper studding and shimming) shall match existing areas, both exterior and interior. Where new window does not fit existing opening, enlarging or filling of spaces shall match existing finishes. Slotted and tenon corner joints shall be pinned, and primed before installation.
- C. Combination storm window units shall be of clear pine 1-1/8" thick or of aluminum with interchangeable glazed and screen panels as specified in Work Write Up.
- D. Wood blinds and shutters shall be of aluminum or clear pine 1-1/8" thick of design as shown on drawings. Stock shutters including all necessary hardware shall be used unless otherwise specified.
- E. Screens shall be aluminum framed half screens with reinforced corners and aluminum wire of colored fiberglass screen cloth as specified. All operating sash to be weather stripped as specified.

10. Doors:

- A. All doors shall be as specified on plans or work write ups. Door frames shall be of clear pine 1-3/8" or 1-3/4" thick, rabbetted for doors and screens. Frames, sill, trim, and hardware shall match existing work in design and dimension unless otherwise specified. When "prehung" stock door units are specified, the term shall include doors, 1-3/4" minimum thickness for exterior openings and 1-3/8" thick (minimum) for interior openings all necessary hardware, and preservative treatment for exterior units. Glazing, screen and storm doors shall be as specified in Work Write Up.
- B. Transoms and sidelights shall be of clear pine 1-3/8" thick glazed with single strength B glass and shall match existing work in design and dimension unless otherwise specified.
- C. Combination doors shall be of clear pine 1-1/8" thick or of aluminum with interchangeable glazed and screen panels as specified in Work Write Up.
- D. Doors shall be 1-3/4" minimum thickness for exterior openings and 1-3/8" minimum thickness for interior or as specified in Work Write Up. Woods shall be Philippine Mahogany, birch, red oak, or No. 1 Ponderosa pine as specified in Work Write Up. Doors shall be of stock sizes and design unless Work Write Up calls for them to match existing doors or openings. Doors where required by the Work Write Up shall be taken to mean installation of jamb, casing (both sides), butt hinges, lock set, and door; and any required repairs to the adjoining surfaces. All woodwork and repaired adjoining surfaces to be finished as per Work Write Up. Where one hour fire doors are called for, solid wood flush doors, 1-3/4" thick equipped with self-closing hardware shall be used.
- E. Where specified, remove and replace exterior basement doors and frames. Doors are to be manufactured same as front exterior solid core doors with self closing devices. Replace frames with wood blocking of the proper size and anchored to foundations in a suitable manner. All exterior lumber in contact with masonry or concrete is to receive a pressure preservation treatment as here in after specified. Provide proper hardware for hingeing and locking these doors.
- F. All interior and exterior doors shall be promptly and securely fitted to openings. The top and bottom edges of all wood doors required to be undercut shall receive painter's finish after they have been fitted to their openings.



## ROOFING AND SHEET METAL

1. MATERIALS: Roofing materials shall equal or exceed the following standards and shall be applied in strict accordance with the manufacturer's instructions. Roofing contractor to submit samples and application method for approval before commencing work. Contractor to submit color samples for selection by owner. All materials shall also comply with standard specs and tests of the American Society for Testing Materials current standard.
  - A. ASPHALT SHINGLES: Roofing shingles shall be asphalt impregnated felt coated both sides and mineral granules applied over the side exposed to the weather. Shingles shall be three tab, self-sealing, minimum weight of 235 lbs/square, U.L. Type Class "C" laid with maximum exposure of 5". (Unless otherwise specified)
  - B. BUILT-UP ROOF: Where built-up roofs are required roofing contractor shall inspect all surfaces before commencing work. Roofing over acceptable wood decks or insulation shall equal or exceed the following:
    - (1.) Layer Rosin-sized sheathing paper. 3 Plies (1 ply No. 30 and 2 plies No. 15) asphalt-saturated felt fully imbedded in bitumens applied approximately 20 lbs/square
  - C. ASBESTOS SHINGLES: Shall be of asbestos cement not less than 1/8" thick.
  - D. SLATE OR CLAY TILE SHINGLES: Where exposed shall match as closely as possible in texture and color.
  - E. ROLLED ROOFING:
    - (1.) Rolled roofing shall be mineral surfaced (exposed side), asphalt impregnated roofing felt, approximate weight 90 lbs. square, U.L. Type Class "C". Underlayment, nailing adhesives, and application shall be according to manufacturer's recommendations.
    - (2.) For wood decks with slopes of 2" to 4" per horizontal foot, roofing shall be applied over two layers of No. 15 asphalt-saturated felt lapped 19" and exposed 17". On slopes greater than 4" per horizontal foot apply roofing over a single underlayment of No. 15 asphalt-saturated felt, with all edges lapped not less than 2".
  - F. METAL ROOFING AND CORNICES shall be repaired with metal of type and gauge to match existing. Where exposed, repaired work shall be painted or otherwise treated to match old.
  - G. NAILS: Nails shall be 12 ga., 3/8" heads, galvanized roofing nails 2" long for use over existing materials and 1-1/2" long for new construction.
  - H. INSTALLATION:
    - (1.) As determined by the plans and specifications, existing roofs shall be restored by one of the following methods:
      - (a.) Roofs in good condition shall be restored by replacing missing or damaged shingles or roofing, matching existing materials.
      - (b.) Remove all existing roofing and felts of roof in poor condition. Remove and replace defective or rotted sheathing. Renail loose boards. Where existing sheathing has been applied with open spacing insert wood strips to make a smooth solid deck.  
  
Remove all loose nails before applying any roofing materials.

- (c.) New roofing shall be laid over existing asphalt rolled roofings only if in reasonably good condition. Manufacturer's recommendations for roofing shall be followed.

#### FLASHING and GRAVEL STOPS:

A. SCOPE OF WORK: Apply watertight flashings at all intersections of roof with vertical surfaces, caves, rake edges, chimneys, roof drains, etc. Extend flashings up vertical surfaces at least 6" and horizontally over roof surfaces 4" minimum. Metal flashings shall be of corrosion resistant metals such as copper, galvanized metal, lead or zinc, installed in complete accordance with National Association of Sheet Metal Contractors Specifications.

#### B. FLASHINGS:

- (1.) Copper Flashing shall weigh 16 ounces per square foot unless otherwise specified. Copper shall be lead coated both sides when so specified.
- (2.) Aluminum Flashing shall be .020" sheet aluminum unless otherwise specified.
- (3.) Fabric Flashing: Flashing for built-up roofs shall be: Asphalt Primer, 2 Plies No. 15 Asphalt-saturated felt, 1 Ply 90# mineral surface roofing felt. All plies set in steep asphalt or flashing cement. Top nail every 10" o.c. minimum.
- (4.) Plastic Flashing shall be a non-reinforced homogeneous waterproofed impermeable material composed of elastomeric substances which have been reduced to a thermoplastic state and extruded into a continuous sheet 5 X gauge specified.
- (5.) Galvanized Metal shall be 16 or 20 gauge as specified.
  - (a.) Repairs to existing flashings shall be with metal of type and gauge to match existing.
  - (b.) Dissimilar metals shall be protected from contact with each other by a heavy brush coat of zinc chromate and heavy brush coat of bituminous paint.
  - (c.) Aluminum shall be protected at contact with masonry, concrete and plaster by a heavy brush coat of alkali-resistant bituminous paint or clear Methacrylate lacquer.

#### C. GRAVEL STOPS:

- (1.) Copper: 16 Ounces cold rolled copper, lead coated when specified.
- (2.) Aluminum: .032" or extruded, or stock design.
- (3.) Zinc Alloy: .027 Cornice temper Zinc Alloy.

#### GUTTERS AND LEADERS:

- A. Galvanized Steel shall be minimum .026 gauge low carbon galvanized steel including all accessories as hangers, hooks, and strainers. Leader 3" or 4" round or rectangular, corrugated including all accessories or as specified.
- B. Zinc Alloy shall be minimum .027 gauge with hanger spacing up to 18" on center. Leader 3" or 4" round or rectangular corrugated including all accessories or as specified.
- C. Aluminum shall be .025 gauge, leaders, .025 gauge 3" or 4" round or rectangular corrugated including all accessories or as specified.

- D. Copper shall be 16 ounces cold rolled copper, lead coated when so specified. Leaders 3" x 4" round or rectangular corrugated including all accessories or as specified.
  - E. Wood Gutters: See Carpentry Section.
  - F. Skylights shall be of metal and wire glass or metal and plastic constructed to keep water out and flashing water tight to adjoining work. Skylights shall be operable or with built in exhaust fan when so specified.
  - G. Shower Pan: See Plumbing Section.
  - H. The Contractor shall, when installing downspouts, clean the existing drains and tie in the new downspouts to the drains.
4. LAYING and WORKMANSHIP: The intent of this specification is to provide a completely watertight roof.
- A. New Installation: Built-up roofing shall be specified as to 10, 15, or 20 year bonded roof.
  - B. Where recoating of existing roof is called for in the Work Write Up, all flashings shall be checked out and made watertight; all bubbles in existing roof shall be cut out and secured and at least one coat of tar or asphalt and one ply of saturated felt shall be applied.
  - C. All shingled roofs shall be laid in strict accordance with the directions and specifications of the manufacturer of the shingles. Where repairs to existing shingle roofs are called for, all flashings shall be checked out and made watertight, defective shingles shall be removed and replaced. All work shall be done in accordance with best practices.
5. GUARANTEES:
- A. Where the Work Write Up specifically calls for a surety bond guarantee on the built up roofing the Contractor shall issue such guarantee for period as specified.
  - B. The CONTRACTOR shall furnish the OWNER with a written guarantee to the effect that the CONTRACTOR will repair at his own expense any leaks or other defects that may appear in his work and make good any damage caused by these leaks or defects.

## PAINTING

### 1. MATERIALS and SCOPE OF WORK:

- A. All labor, materials, equipment and services necessary or incidental to completing all painting, are to be completed as shown or implied on plans and specifications.
- B. All materials used shall be the product of recognized manufacturers.
- C. All paint and other finishing materials shall be of good quality and as manufactured by Martin-Senour, Pittsburg Plate Glass, Dupont, Sherman-Williams, Benjamin Moore, or approved equal.
- D. All materials shall be delivered to the building in unopened original containers bearing the manufacturer's labels.
- E. All materials are to be used as specified by the manufacturer's label directions.
- F. Before proceeding with painting, color samples shall be shown to the Boston Redevelopment Authority Urban Design Department for their approval.

### 2. PROTECTION:

- A. Furnish and lay drop cloths at all areas where painting and finishing is being done.
- B. Paint shall be mixed in suitable containers and all necessary precautions shall be taken to prevent fire.

### 3. WORKMANSHIP:

- A. Exterior painting shall not be done in rainy, damp, or frosty weather or until the surface has thoroughly dried from the effects of such weather.
- B. Finished work shall be uniform, of approved, color, smooth, and free from runs, sags, defective brushing and rolling. Edges of paint adjoining other materials or colors shall be sharp and clean.
- C. Paint application shall consist of two coats (minimum) on old work; three coats on new, to all surfaces and visible edges. The top and bottom edges of new doors shall be covered with a minimum of one coat.

### 4. SURFACE PREPARATION:

- A. Exterior wood shall be free of dirt and loose or peeling paint. Knots and sap streaks shall be covered with a thin coat of shellac. Nail holes and cracks shall be filled with putty after undercoat has been applied.



4. SURFACE PREPARATION: (CON'T)

- B. Exterior Masonry shall be free of oil, grease, loose or peeling paint or other foreign matter. Defective or improper previous coatings must be removed by scraping. Surfaces previously painted with water emulsion, or water-thinned finishes should be thoroughly wire brushed. Masonry cracks shall be cleaned out and patched with mortar similar to the original surface and uniformly textured.
- C. Efflorescence shall be removed by scrubbing affected surfaces with a solution of muriatic acid, and rinsed with clear water and allowed to dry thoroughly.
- D. Metal surfaces shall be absolutely clean and dry, free from wax, oil, grease, or dried soap films. Metal surfaces shall be thoroughly cleaned with sandpaper or steel wool and thinner.
- E. Plaster, Wallboard, Wood, and Masonry: All oil, grease, or loose foreign matter shall be removed. Cracks and open joints shall be cut out and properly filled. All glossy surfaces shall be washed with a milk alkaline solution and rinsed thoroughly. All loose, blistered, or otherwise defective paint shall be removed and edges sanded smooth. Putty or spackle all nail holes, cracks, and other defects after prime coat has dried.

5. COMPLETION:

- A. At the completion of the work, all paint spots, and oil or grease stains shall be removed from floors, walls, windows, and equipment, leaving their finishes in a satisfactory condition.
- B. Contractor shall repaint or retouch any areas which have been damaged during construction work or do not comply with the requirements of the specifications.













